



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, March 6, 2023

7:00 PM

Amherst Municipal Building

I. IN MEMORY

Town of Amherst Police Captain Bruce Mann

II. INVOCATION

Councilmember Lavin

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on March 6, 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	
Jacqueline Berger	Town of Amherst	Councilmember	Present	
Shawn Lavin	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Martin A. Polowy	Town of Amherst	Town Attorney	Present	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Present	
Daryl Bramer	Town of Amherst	Comptroller	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Patrick G. Lucey	Town of Amherst	Highway Superintendent	Present	

V. MINUTES APPROVAL

1. Monday, February 13, 2023

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Deputy Supervisor Bucki recognized the Town of Amherst Historic Preservation Commission for their 2017 Intensive Level Survey of Historic Resources in the Town of Amherst.

Amherst Town Board recognized Roseanne Butler-Smith for her years of service as Library Director.

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2023-221

Miscellaneous Sanitary Sewer Projects (Bond Resolution \$1.5M)

AGENDA ITEM : MARCH 6TH, 2023

TO: Town Board

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

DATE: March 1, 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

The above-referenced matter is scheduled for a Public Hearing on March 6, 2023 at 7:00 p.m. In this regard, kindly adopt a resolution (1) Adopting the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and (2) Adopting the attached bond documents **once the Public Hearing has been deemed closed**.

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

Thank you.

SJS:nmb

Attachment

c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - March 6, 2023**)

Daryl C. Bramer, Comptroller (w/attachment)
Lynda Juul, Director of Finance (w/attachment)
Dan Howard, Director of Planning (w/attachment)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (w/attachment)
Jeffrey S. Burroughs, PE, Town Engineer (w/attachment)
Vaishali Reberholt, PE, Assistant Municipal Engineer (w/attachment)

3/6/2023

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 7:13 PM.

Jeffrey Burroughs, Town Engineer, presented.

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

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

A motion to adopt the Bond Resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved via Roll Call vote 5-0.

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

2. Resolution 2023-222**800 New Road Rezoning & Relief of Restrictions**

Request to rezone 800 New Road from GB to SA and to remove a declaration of restrictions imposed as part of a rezoning decision.

3/6/2023

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 7:17 PM.

Marc Kenward, representing Sol Source Power, LLC, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the March 20th Town Board meeting, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was closed at 7:30 PM.

RESULT:	DECISION DATE [UNANIMOUS]	Next: 3/20/2023 7:00 PM
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor	
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala	

VIII. DEVELOPMENT REVIEW ACTIONS

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

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

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

1. **9/11 Commemoration Committee**
Membership is unlimited.
2. **Amherst Committee on Disabilities (6)**
3. **Amherst Community Diversity Commission (4)**
4. **Amherst Conservation Advisory Council (5)**
5. **Amherst Government Financial Advisory Board**
Membership is full.
6. **Amherst Industrial Development Agency**
Membership is full.
7. **Amherst Veterans Committee (3)**
8. **Arts & Culture in Public Places Board**
9. **Board of Assessment Review**
Membership is full.
10. **Board of Electrician Examiners**
Membership is full.
11. **Board of Ethics**
Membership is full.
12. **Board of Plumbing and Drainage Examiners**

Membership is full.

13. Design Advisory Board

14. Employee Suggestion Program Merit Award Board

Membership is full.

15. Employee Suggestion Review Committee

16. Energy Conservation Citizens Advisory Committee (3)

17. Freedom of Information Law (FOIL) Board

18. Glen Park Joint Board

19. Historic Preservation Commission

Membership is full.

20. Information Technology Advisory Committee (1)

21. Library Board of Trustees

Membership is full.

22. Minority / Woman Owned Business (4)

23. Open Government Advisory Board (4)

24. Planning Board

Membership is full.

25. Recreation Commission (1)

26. Recycling and Waste Committee (3)

27. Senior Services Advisory Board (2)

28. Traffic Safety Board

Membership is full.

29. Youth Board

Adult vacancies (6), Youth vacancies (0)

30. Zoning Board of Appeals

X. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Public Expression was opened at 7:30 PM.

The following speakers addressed the Town Board and spoke in opposition to the proposed project at 4548 & 4564 Main Street:

Cheryl Cejka, 30 Chateau Ter
Kat Cejka, 30 Chateau Ter
Mary Fisher, 83 Burroughs Dr
Eric Anson, 57 Fruehauf Ave
Dianne Gordon, 42 Chateau Ter S
Lisa & Bob Drdul, 92 Chateau Ter
Samantha Smith & Mike Kozelsky, 60 Fruehauf Ave
Jim Kalinowski, 46 Chateau Ter E
Joy Testa Cinquino, 74 Fruehauf Ave
Jessica Black, 79 Fruehauf Ave
Laura Druzvik, 70 Fruehauf Ave
Amanda Casali, 23 Fruehauf Ave
Christina Coyle Lenz - 64 Chateau Ter E
Steve Rice, 40 Fruehauf Ave
Mike Merrill, 97 Chateau Ter
Robbie Illos Gerth, 11 Chateau Ter S
Mary Beth Glose, 20 Chateau Ter S
Chris Drongosky, 1250 Youngs Rd
Ed Herman, 126 Bernhardt Dr
Jane Cox, 4584 Harlem Rd
Katie Buonanno, 63 Fruehauf Ave
Anna Paolini, 104 Fruehauf Ave
Anne Keating, 165 Burroughs Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 8:54 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 2023-223****Approve Additional Travel Expenses for Association of Towns /
Boulevard Mall Design Workshop**

Please approve additional travel expenditures in the amount of \$378.00 per person to cover hotel and per diem for the following elected officials and employees who had to extend their stay in New York City by one day due to flight cancellations caused by the ice storm in Buffalo on February 22, 2023:

Brian Kulpa, Supervisor
Michael Szukala, Councilmember
Lynda Juul, Finance
Angela Rossi, Economic Development
Emily Melski, Economic Development
Daniel Howard, Planning
Laurie Stillwell, Planning
Kimberly Amplement, Planning

3/6/2023

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:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER LAVIN:

E. COUNCILMEMBER SZUKALA:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2023-224

Town Road Pavement Improvements (Bond Resolution - \$2M)

AGENDA ITEM : MARCH 6th, 2023

TO: Town Board

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

DATE: March 1, 2023

**RE: Town Road Pavement Improvements
2023-2028 C.I.P. - Project No. H-2
Bond Resolution - \$2M**

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

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

(2) Adopt the attached bond resolution authorizing the issuance of \$2,000,000.00 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 - March 6, 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*)
Asher S. Pontikos, GIS Analyst (*w/attachments*)

3/6/2023

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:	Jacqueline Berger, Councilmember
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

2. Resolution 2023-225**Casey Road Pedestrian and Bicycle Safety Improvements - Phase 2
(Bond Resolution - \$400,000)****AGENDA ITEM : MARCH 6th, 2023**

TO: Town Board

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

DATE: March 1, 2023

RE: Casey Road Pedestrian and Bicycle Safety Improvements - Ph. 2
2023-2028 C.I.P. - Project No. E-25
Bond Resolution - \$400,000

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 \$400,000.00 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 - March 6, 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*)
Christopher P. Schregel, Project Manager (*w/attachments*)

3/6/2023

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 Deputy Supervisor Bucki and unanimously approved via Roll Call vote 5-0.

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

3. Resolution 2023-226**Highway Department Gas Pump Repairs (Bond Resolution - \$440,000)****AGENDA ITEM : MARCH 6th, 2023**

TO: Town Board

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

DATE: March 1, 2023

RE: Highway Department Gas Pump Repairs
2023-2028 C.I.P. - Project No. H-12
Bond Resolution - \$440,000

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

- (1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and
- (2) Adopt the attached bond resolution authorizing the issuance of \$440,000.00 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 - March 6, 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*)

3/6/2023

A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Lavin 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

4. Resolution 2023-227

2023 Waterline Replacements Bond (Order Calling Public Hearing - \$950,000)

AGENDA ITEM : MARCH 6TH, 2023

TO: Town Board

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

DATE: March 1, 2023

RE: **2023 Waterline Replacements (Bauman/Robinhill/Swanson)
Order Calling Public Hearing - \$950,000**

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on March 27, 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

Attachment

c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - March 6, 2023**)
Daryl C. Bramer, Comptroller (w/attachment)
Lynda Juul, Director of Finance (w/attachment)
Dan Howard, Director of Planning (w/attachment)
Jeffrey S. Burroughs, PE, Town Engineer (w/attachment)
Marc A. Bellacose, Junior Municipal Engineer (w/attachment)

3/6/2023

Consent

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

5. Resolution 2023-228

Proposal and Engagement Letter - Cohen Law Group (Charter Franchise Renewal Services) (CRS #3871)

AGENDA ITEM : MARCH 6TH, 2023

TO: Town Board

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

DATE: March 1, 2023

RE: Proposal and Engagement Letter With Cohen Law Group
(Charter Franchise Renewal Services) (CRS #3871)

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

RESOLVED, that the Town Board authorizes the Supervisor to execute the attached Engagement Letter and Proposal Agreement pending successful completion of the Contract Routing System (CRS).

Thank you.

MAP:nmb

Attachment

c: Tim Koller, Deputy Town Clerk

(w/attachment, **Agenda Item - March 6, 2023**)

3/6/2023

Consent

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

6. Resolution 2023-229

Authorization to File Small Claims Action

AGENDA ITEM : MARCH 6TH, 2023

TO: Town Board

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

DATE: March 1, 2023

RE: Authorization To File Small Claims Action
Town of Amherst v. State Farm a/s/o Weber

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

WHEREAS, that the insurance carrier for the insureds denied the Town's claim against it in the amount of \$2134.39; and

WHEREAS, that the Town Attorney has determined that the insured was at fault;

RESOLVED, that the Town Board authorizes the Town Attorney's Office to file a small claims action against State Farm.

SJS:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item : March 6, 2023**)

3/6/2023

Consent

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

7. Resolution 2023-230**Settlement of Litigation Matter - Shwani V. TOA, Et Al.****AGENDA ITEM : MARCH 6TH, 2023**

TO: Town Board

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

DATE: March 1, 2023

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

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

WHEREAS, the Town Board authorizes settlement of the above matter in the amount of \$60,000.00, said amount representing full and final settlement;

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

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

SJS:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item : March 6, 2023**)

3/6/2023

Consent

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

8. Resolution 2023-231**Settlement of Article 7 Matter - Noor M. Shah V. Town of Amherst**

AGENDA ITEM : MARCH 6TH, 2023

TO: Town Board

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

DATE: March 1, 2023

**RE: Settlement of Article 7 Matter
Noor M. Shah 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 : March 6TH, 2023**)
Emily Murphy, Town Assessor

3/6/2023

Consent

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

9. Resolution 2023-232

**Settlement of Article 7 Matter - Manufacturers and Traders Trust
Company V. Town of Amherst**

AGENDA ITEM : MARCH 6TH, 2023

TO: Town Board

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

DATE: March 1, 2023

**RE: Settlement of Article 7 Matter
Manufacturers and Traders Trust Company 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 Settlement Agreement; and

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

Thank you.

SAA:rms

Attachment

c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item : March 6TH, 2023**)
Emily Murphy, Town Assessor

3/6/2023

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 2023-233

New Firefighter for Swormville Fire Company

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

Luke Bushorr
13 Stormy Way
East Amherst, NY 14051

3/6/2023

Consent

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

2. Resolution 2023-234**New Firefighters for Getzville Fire Company**

New firefighters for the Getzville Fire Company. Garry Daigler lives in the Town of Clarence and works in the fire district. Ryan Standish lives in the Town of Amherst and resides within the fire district.

Garry Daigler
8265 Wolcott Rd.
East Amherst, NY 14051

Ryan Standish
33 Plumwood Ct.
East Amherst, NY 14051

3/6/2023

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 2023-235****Request to Schedule Public Hearing - Demolition of 88 Smallwood Dr.**

WHEREAS, the property at 88 Smallwood Drive has been deteriorating for a significant period of time; and

WHEREAS, the Commissioner of Building has determined that in accordance with Section 151-56A of the Property Maintenance Code of the Town of Amherst, the dwellings have

become so out of repair as to be dangerous, unsafe, insanitary, or otherwise unfit for human habitation or occupancy, and that it is unreasonable to repair the structures, that the dwellings should be demolished; and

WHEREAS, the Commissioner of Building further recommends that in accordance with Section 151-53 of the Property Maintenance Code, the appropriate persons and entities should be put on notice that the dwelling and accessory structures must be either demolished or brought into compliance with all applicable codes by the Town Board meeting held on May 22, 2023, otherwise the Town of Amherst will proceed with demolition and place the attendant costs on the property owner;

NOW THEREFORE BE IT RESOLVED that the Town Board hereby schedules a public hearing for the Town Board meeting held on May 22, 2023, for the purpose of considering the demolition of the dwelling at 88 Smallwood Drive, Amherst, New York 14226.

3/6/2023

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 2023-236

Budget Transfers and Amendments

For March 6, 2023 Town Board Agenda

To: Town Board
 From: Office of Town Comptroller
 Date: 3/1/2023
 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:

A1681.1000 IT - Personal Services \$10,625.00
 A1681.8030 IT - FICA \$812.81

To transfer personal services from IT to Town Clerk for Records Inventory Clerk.

G9916.1000 Plant 16 - Personal Services \$6,699.15
 G9916.8030 Plant 16 - FICA \$512.47

TO:

A1410.1000 Personal Services \$10,625.00
 A1410.8030 FICA \$812.81

G9916.9000 Interfund Transfers \$7,211.62

To record a budget transfer to transfer funds into Liability (P) Fund for a settlement.

BUDGET AMENDMENTS - 2022

A3310.02680 Traffic Control - Ins. Proceeds \$48,259.85 A3310.4430 Miscellaneous \$48,259.85
To record a budget amendment for insurance proceeds and increase expenditures for damage done to a traffic signal.

BUDGET AMENDMENTS - 2023

INCREASE:

N2223.02785 CDBG & Vg. - PI \$21,652.00
 N2225.02785 CDBG Admin. \$5,413.00

To recognize Community Development program income from 161 Little Robin, Amherst.

N2244.02785 Cheektowaga Housing Rehab - PI \$6,750.00 N2244.4000 Contractual \$6,750.00
 N2249.02785 Cheektowaga Home Admin - PI \$750.00 N2249.4003 10% Admin \$750.00
To recognize Community Development program income from 261 Currier, Cheektowaga.

N2250.02785 Tonawanda HOME- PI \$6,750.00 N2250.4000 Contractual \$6,750.00
 N2252.02785 Tonawanda Rental- PI \$750.00 N2252.4003 Admin \$750.00
To recognize Community Development program income from 456 University, Tonawanda.

KP2234.02770 Museum Improv- Other Income \$20,000.00 KP2234.4972 Construction Exp \$20,000.00
To accept the money received from museum in regards to KP2234 and increase budget.

A3121.03089 Police - State Aid \$230,000 A3121.2460 Vehicle / Body Cameras \$230,000
To recognize state aid from Division of Criminal Justice Services from New York State for body worn cameras.

DECREASE:

KP1621.03089 WPCF Disinfection- State Aid \$248,476.00
To reduce NYS DEC WIIA Grant to amount reimbursable.

DECREASE:

KP1621.4979 Contingencies \$248,476.00

3/6/2023

Consent

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

2. Resolution 2023-237

Interfund Loan

Please approve an interfund loan from the General Fund (A) to the Capital Fund (KP) for \$1,854,682 for Amherst Central Park KP2204. The loan will be repaid with quarterly invoicing to Erie County as per CRS #3761 Intermunicipal agreement with Erie County for Amherst Central Park.

3/6/2023

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 2023-238

Award Bid #2022034 Town Wide Towing - CRS #3790 & 3791

WHEREAS, the Contract Compliance and Administration Department received bids on November 10, 2022 for Bid #2022034 - Town Wide Towing & Road Service; and

WHEREAS, the bid process resulted in responses from two (2) 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 Rusiniaks Service, Inc. (CRS #3790), and 9180 Transit Road Inc. DBA Becker's Towing & Recovery (CRS #3791) as outlined on the attached bid tabulation form; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with the above referenced vendors.

3/6/2023

Consent

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

2. Resolution 2023-239

Award Bid #2023003 Sodium Bisulfite - CRS #3881

WHEREAS, the Contract Compliance and Administration Department received bids on February 16, 2023 for Sodium Bisulfite; and

WHEREAS, the bid process resulted in responses from four (4) vendors as per the attached

bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award a six-month contract to PVS Chemical Solutions, Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with PVS Chemical Solutions, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the current contract expires on March 6, 2023.

3/6/2023

Consent

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

3. Resolution 2023-240

Award Bid #2023005 Lift Station Generator Service - CRS #3882

WHEREAS, the Contract Compliance and Administration Department received bids on February 16, 2023 for Bid #2023005 Lift Station Generator Service; and

WHEREAS, the bid process resulted in responses from three (3) vendors, 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 Penn Power Group d.b.a. Penn Power Systems; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Penn Power Group d.b.a Penn Power Systems; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the current contract expired on January 9, 2023.

3/6/2023

Consent

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

4. Resolution 2023-241

Town Wide Paint Contract - CRS #3880

WHEREAS, the Contract Compliance and Administration Department is requesting approval to use the Erie County Contract for the purchase of Paint - Erie County Bid #222374-002 with Sherwin Williams Co.; and

WHEREAS, the contract term will be through December 31, 2023;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves and authorizes the Supervisor to sign the contract with Sherwin-Williams Co., and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we are currently without a contract.

3/6/2023

Consent

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

5. Resolution 2023-242

Extension of Bid #2018054 Town Wide Electrical - CRS #3861 (Original CRS #1193)

WHEREAS, Goodwin Electric Corporation has agreed to extend their contract for Bid #2018054 Town Wide Electrical, CRS #3861 (Original CRS #1193); and

WHEREAS, the original contract includes a provision which allows for an increase in labor rates at the time of extension due to an increase in prevailing wage rates, and wage rates were increased accordingly as shown in the Contract Extension Agreement (the markup for materials and parts remains the same);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Goodwin Electric Corporation for the period March 22, 2023 through March 21, 2025; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Goodwin Electric Corporation; and

BE IT FURTHER RESOLVED, that approval is contingent on successful completion of the Contract Routing System as the current contract expires on March 21, 2023 and the next Town Board meeting falls after that date.

3/6/2023

Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2023-243

2023-2028 CIP Amendment Highway Department Gas Pump Repairs

The Engineering Department is recommending amendment of the 2023-2028 CIP for the above mentioned project in the amount shown in the table below. This amendment will allocate adequate funding for the construction of the necessary fuel system repairs as per NYSDEC consent order requirements.

CIP No.	Project Description	2021 CIP Bond Allocation	2023 CIP Bond Allocation	Funding Source/Account
H-2 2021-2026 CIP	Gas Pump Repairs	\$550,000 (already bonded)		LD
H-12 (new) 2023-2028 CIP	Gas Pump Repairs		\$440,000 (new bond)	LD

LD = Highway Fund Bond

Please approve this amendment to the 2023-2028 CIP and reassign the funding as identified above. Please note that while the above request is not budget neutral we will continue to try to identify project bond reductions throughout the balance of 2023 in an

effort to achieve budget neutrality associated with this request.

Thank you for considering this request.

3/6/2023

Consent

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

2. Resolution 2023-244

NARC Football Fieldhouse - Change Order No. 2 & Final Goodwin Electrical Corp CRS 3879

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by \$770.00. This change will cover the costs associated with installing an additional electric panel breaker and associated additional wiring for the hot water tank.

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

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

Thank you for considering this request.

3/6/2023

Consent

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

3. Resolution 2023-245

Fire Hydrant Installations Capen Blvd, Hendricks Blvd, Kings Highway and Reist Street ECWA Project WSA-017

We are hereby requesting authorization to have five (5) fire hydrants installed at the above locations.

During the course of recent waterline construction by Erie County Water Authority (ECWA) within the direct service district, ECWA was required to install five (5) additional fire hydrants at the above locations to satisfy current design standards regarding hydrant spacing on a public potable water distribution system. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to do these installations. The Town is to pay the annual maintenance fee of \$229.08 per fire hydrant for a total of \$1,145.40.

May we have your approval for the installation of five (5) additional fire hydrants?

3/6/2023

Consent

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

4. Resolution 2023-246

Fire Hydrant Installations on Sheridan Drive (Various Locations Between N. Falls Boulevard and Harlem Road)

We are hereby requesting authorization to have five (5) fire hydrants installed at the above location.

During the course of recent waterline construction by Erie County Water Authority (ECWA) within the direct service district, ECWA was required to install five (5) additional fire hydrants at the above locations to satisfy current design standards regarding hydrant spacing on a public potable water distribution system. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to do these installations. The Town is to pay the annual maintenance fee of \$229.08 per fire hydrant for a total of \$1,145.40.

May we have your approval for the installation of five (5) additional fire hydrants?

3/6/2023

Consent

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2023-247

Overhead Door Repair and Service - CRS #3893 (Original CRS #2564)

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst has approved the contract Extension with the County of Erie contract with National Overhead Door, Inc. for the overhead door repair and maintenance.

The Erie County and National Overhead Door, Inc. is Bid Reference # 221020-002 from March 1, 2021 through February 28, 2024.

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 #3893) and approval of the Town Attorney.

3/6/2023

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 2023-248

Sexual Harassment Prevention Training During Emergency Conditions

WHEREAS, effective October 2018, New York State adopted legislation requiring all New York State employers to implement policies against sexual harassment and required

employers to provide annual sexual harassment prevention training to all employees; and

WHEREAS, New York State established a model sexual harassment prevention policy and model sexual harassment prevention training program which the Town adopted and has implemented since 2018; and

WHEREAS, the Town of Amherst has diligently made every effort to completely follow all New York State requirements with regard to developing and implementing policies and training against sexual harassment and requiring all employers to receive annual sexual harassment prevention training, which, for the most part, is accomplished without great difficulty under normal circumstances; and

WHEREAS, like many New York State employers during the COVID 19 Pandemic, the Town faced many difficult challenges when many Town employees were forced to quarantine, work remotely, remain away from work to care for COVID infected children and family members or simply directed by NYS Governor Executive Orders not to report to work at all, and

WHEREAS, many Town employees were restricted from physically meeting or working together in close proximity while isolation was required for a majority of months during years 2020 and 2021, which greatly impacted and impeded the Town's ability to successfully deliver sexual harassment prevention training to a number of Town employees; and

WHEREAS, the Town of Amherst recognizes that the New York State requirement to train all employees in sexual harassment prevention remains in effect even in the face of pandemics or other ongoing emergency conditions and situations that may significantly limit the ability to do so;

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby establishes a committee charged with exploring, developing and implementing alternative means of delivering annual sexual harassment prevention training during future pandemics or other emergent circumstances in order to fully comport with New York State Law, effective immediately; and

BE IT FURTHER RESOLVED that the committee to be established shall include the Town's Director of Human Resources, Director of Finance, Town Comptroller, Town Attorney, Director of Information Technology, Highway Superintendent or designee, Town Engineer or designee and one member of the Town Board.

3/6/2023

Consent

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

2. Resolution 2023-249**Recreation Attendant - PT/Youth & Recreation**

Recreation Attendant - PT/Youth & Recreation, Effective March 7, 2023, Temporary, \$15.30 ph, Step 1 for Joseph Gruber.

3/6/2023

Consent

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

3. Resolution 2023-250**Recreation Attendant - PT/Youth & Recreation**

Recreation Attendant - PT/Youth & Recreation, Effective March 7, 2023, Temporary, \$16.10 ph, Step 3 for Jared Burns.

3/6/2023

Consent

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

4. Resolution 2023-251**Assistant Code Enforcement Officer/Building Department**

Please appoint an Assistant Code Enforcement Officer to the Building Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 7, 2023 at an annual salary of \$47,036, Grade 12, Step A for Nicholas Barnas.

Please authorize a six (6) month residency waiver.

3/6/2023

Consent

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

5. Resolution 2023-252**Maintenance Worker/Building Maintenance/Facilities Department**

Please appoint a Maintenance Worker to the Building Maintenance/Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 7, 2023 at an hourly rate of \$19.34, Grade 4, Step B for Thomas Ciocca.

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

3/6/2023

Consent

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

6. Resolution 2023-253**Plumber/Engineering Department**

Please appoint a Plumber to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 7, 2023, at an annual salary of \$67,348, Grade 14, Step G for Adam Solveson.

Contingent upon completing all pre-employment requirements.
Please authorize a six (6) month residency waiver.

Replacing an employee who retired.

3/6/2023

Consent

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

7. Resolution 2023-254**Cook/Senior Services**

Please appoint a Cook to the Amherst Center for Senior Services. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 7, 2023 at an annual salary of \$36,295, Grade 5, Step A for Matthew Koepfel.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

3/6/2023

Consent

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 2023-255****Angela's House HOME Loan Agreement - Amendment CRS #3887
(Original CRS #2553)**

WHEREAS, the Town of Cheektowaga is a recipient of HUD HOME Investment Partnerships Program (HOME) funds as part of the Amherst-Cheektowaga-Tonawanda HOME Consortium; and

WHEREAS, the Town of Cheektowaga and Town of Amherst approved a \$300,000 Loan in April 2021 for HOME funding assistance for Angela's House, a 67-unit affordable

senior/disabled rental housing complex to be converted at 600 Doat Street, Cheektowaga NY 14211 (Villa Maria Campus); and

WHEREAS, the Angela's House project has requested an additional \$200,000 in HOME funding assistance in order to address unforeseen construction cost increases following Pandemic inflation; and

WHEREAS, the Town of Cheektowaga has reviewed substantiating financial documents that warrant such an increase in the original loan amount and extend the construction schedule; and

WHEREAS, the Town of Cheektowaga is requesting the Town of Amherst execute the Amended HOME Loan Agreement for Angela's House, including the following amended Exhibits to the Original Loan:

Amendment to the Leasehold Mortgage,
Amendment to the Restrictive Covenant,
Modification of the Promissory Note,
Modification of the Building Loan Contract; now therefore, be it

RESOLVED, that the Town Board of the Town of Amherst authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to execute the Amended HOME Loan Agreement with Angela's House, LLC, including the amended Exhibits as outlined above, with the increase loan agreement funded by Cheektowaga's share of HOME Investment Partnerships Program funds received as program income in 2020.

3/6/2023

Consent

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

2. Resolution 2023-256

Inter-Municipal Agreement with Erie County Department of Environment and Planning for a 2022 Agricultural Planning Grant

WHEREAS, on August 9, 2021 the Town Board adopted the Amherst Farmland Protection and Agricultural Development Plan; and

WHEREAS, on October 3, 2022 the Town Board authorized the Planning Department to pursue a grant from the Erie County Department of Environment and Planning Office of Agriculture for an Updated Open Space Inventory and Prioritization Plan to inform the continuation of the Town's conservation easement program as recommended by the Amherst Farmland Protection and Agricultural Development Plan; and

WHEREAS, the Town was awarded a \$15,000 grant by Erie County on December 22, 2022; and now therefore be it

RESOLVED, that the Town Board authorizes the Town Supervisor to enter into an inter-municipal agreement with Erie County Department of Environment and Planning for a 2022 Agricultural Planning Grant and other related documents to the grant, and pending approval in CRS.

3/6/2023

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 2023-257

Training & Travel Request Advanced Mobile Device Examiner Training Course

TOWN BOARD AGENDA ITEM : MARCH 6, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

**RE: Training & Travel Request
Advanced Mobile Device Examiner Training Course**

Kindly adopt a resolution authorizing One (1) Police Officer to attend the Advanced Mobile Device Examiner Training Course in Hoover, Alabama. This course is being held from May 28, 2023 to June 9, 2023. The cost for the training and travel for this course is paid for by the organization teaching the course.

Thank you.

SPC:msl

C: Tim Koller, Deputy Town Clerk (**Agenda Item: March 6, 2023**)

3/6/2023

Consent

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

2. Resolution 2023-258**Training & Travel Request Basic Computer Evidence Recovery Training****TOWN BOARD AGENDA ITEM : MARCH 6, 2023**

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Training & Travel Request
Basic Computer Evidence Recovery Training

Kindly adopt a resolution authorizing One (1) Police Officer to attend a Basic Computer Evidence Recovery Training Course in Hoover, Alabama. This course is being held from March 19, 2023 to April 21, 2023. The cost for the training and travel is approximately \$755.04.

Thank you.

SPC:msl

C: Tim Koller, Deputy Town Clerk (**Agenda Item: March 6, 2023**)

3/6/2023

Consent

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

3. Resolution 2023-259**Amended Travel Request Basic Computer Evidence Recovery Training (BCERT)****TOWN BOARD AGENDA ITEM : MARCH 6, 2023**

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

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

Kindly adopt a resolution amending Town Board Resolution #2022-1223, adopted December 12, 2022, which authorized One (1) Officer to attend Basic Computer Evidence Recovery Training (BCERT) course in Hoover, Alabama. This course was held from January 1, 2023 through February 3, 2023. The cost for the travel to and from this training course has increased from \$843.92 to \$1,688.06. This total includes the required contingency amount.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: March 6, 2023**)

3/6/2023

Consent

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

4. Resolution 2023-260

Change Order Digital Surveillance Solutions (DSS) Town Hall Access Control (Change Order CRS #3870) (Original CRS #2711)

TOWN BOARD AGENDA ITEM : MARCH 6, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

**RE: Change Order: Digital Surveillance Solutions (DSS)
Town Hall Access Control
(Change Order CRS #3870)(Original CRS #2711)**

Kindly adopt a resolution authorizing a \$270.00 change order increase with regard to the above entitled matter. Additional costs were incurred while making security improvements at Town Hall by performing work open hours at second shift wages. This change order has successfully completed the Contract Routing System.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: March 6, 2023**)

3/6/2023

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 2023-261

Erie County Congregate Dining Services CRS #3805

We respectfully request Town Board permission to authorize the Supervisor to sign the Contract Amendment to the Erie County Congregate Dining Contract between the Town of Amherst (Department of Senior Services) and Erie County.

3/6/2023

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 2023-262

WPCF De-Ionized Water System Service Contract Evoqua Water Technologies CRS 3874

The WPCF is requesting that the Town Board authorize the Supervisor to sign a service agreement with Evoqua Water Technologies. Evoqua is the sole source, factory

authorized service provider for the WPCF's De-Ionized Water Production System, which is critical to the lab at the WPCF. The term of this contract will be from date of execution by the Town of Amherst through February 28, 2024.

This request has successfully completed the contract review process.

Funds will be available in G9916-4860.

Thank you for considering this request.

3/6/2023

Consent

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

2. Resolution 2023-263

Emergency Purchase Authorizations Niagara Falls Boulevard Emergency Sewer Repair CRS 3888 Concrete Cutting & Breaking Co. CRS 3889 Fairway Contracting

The Engineering Department Sewer Maintenance Division is requesting the Town Board authorize the Comptroller's Office to pay the attached invoices for Concrete Cutting & Breaking Co. in the amount of \$3,100.00 and Fairway Contracting in the amount of \$6,750.00. These emergency purchases were required for the immediate sewer repair on Niagara Falls Boulevard.

Core drilling services were required for the new sanitary sewer concrete manholes. Concrete Cutting & Breaking Co. had the lowest price for performing this service.

Fairway Contracting installed six manhole bottoms. They had the lowest price and were available to perform this service in the required time frame.

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.

3/6/2023

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 2023-264

Lease Agreement (Supportive Solutions) - CRS #3818

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

3/6/2023

Consent

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

2. Resolution 2023-265

Lease Agreement (Redell) - CRS #3842

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

3/6/2023

Consent

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

3. Resolution 2023-266**Sourcewell Piggyback Agreement (A-Turf) - CRS #3691**

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation) and A-Turf, Inc. for purposes of piggybacking on Sourcewell Cooperative Purchasing Contract #031622-ATF to replace indoor turf at the North Amherst Recreation Center, pending successful completion of the contract routing process.

3/6/2023

Consent

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

4. Resolution 2023-267**Evaluation Services - CRS #3885**

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

3/6/2023

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 2023-28****Correspondence from Joe Voytovich**

Letter from Joe Voytovich regarding FOIL procedures and the Open Government Advisory Board.

3/6/2023

Referred to Attorney, Open Government Advisory Board, Town Clerk and FOIL Board

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

2. Communication 2023-29**Notice of Claim: NYCM A/S/O Andy Thang Q Nguyen Vs. Town of Amherst****3/6/2023**

Referred to Attorney

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

3. Communication 2023-30**Notice of Claim: Allstate A/S/O Jeremy Matte Vs. Town of Amherst****3/6/2023**

Referred to Attorney

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

4. Communication 2023-31**Notice of Claim: Matthew Burke Vs. Town of Amherst Et Al.****3/6/2023**

Referred to Attorney

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

5. Communication 2023-32**Order to Show Cause: New York Central Mutual Fire Insurance Company A/S/O Ly Thao Do Vs. Town of Amherst Et Al.****3/6/2023**

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 2 unlisted items. The motion was seconded by Councilmember Lavin and unanimously approved 5-0. Suspension of Rules was opened at 8:57 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was closed at 9:00 PM.

1. Resolution 2023-268**Emergency Purchase of R22 for Mechanical System at North Town Center****Suspension to Town Board Agenda Item March 6, 2023****TO: Amherst Town Board****FROM: Deborah Bruch Bucki, Deputy Supervisor****DATE: March 6, 2023****RE: Mary-Diana Pouli, Youth & Recreation Dept., Emergency Purchase of R22 for Mechanical System at North Town Center**

WHEREAS, the Northtown Center at 1615 Amherst Manor Dr. is in need of a temporary solution for the mechanical system at the north end and the Feature Rink, as it is not freezing properly; and

WHEREAS, the grant contract to replace the mechanical system has not yet been received, resulting in the need for this temporary solution; and

WHEREAS, an Emergency Purchase Documentation Form was completed by Mary-Diana Pouli and signed by the Supervisor on March 6, 2023;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Emergency Purchase of R22, as per the attached Emergency Purchase Documentation Form.

3/6/2023

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:	Jacqueline Berger, Councilmember
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

2. Resolution 2023-269**Change of Town Board March Meeting Date**

BE IT RESOLVED that the Amherst Town Board Meeting scheduled for Monday, March 27, 2023 at 4pm and 7pm be moved to Monday, March 20, 2023 at 4pm and 7pm.

3/6/2023

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:	Jacqueline 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 9:00 PM.

The following speakers addressed the Town Board:
Jane Cox, 4584 Harlem Rd. - live streaming issues
Tom Frank, 5403 Main St. - Resolution 2023-256

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 9:06 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 March 6, 2023 was adjourned at 9:06 PM.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27208

RESOLUTION 2023-221

ROLL CALL VOTE (ADOPTED)

Miscellaneous Sanitary Sewer Projects (Bond Resolution \$1.5M)

AGENDA ITEM : MARCH 6TH, 2023

TO: Town Board

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

DATE: March 1, 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**

The above-referenced matter is scheduled for a Public Hearing on March 6, 2023 at 7:00 p.m. In this regard, kindly adopt a resolution (1) Adopting the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and (2) Adopting the attached bond documents **once the Public Hearing has been deemed closed**.

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

Thank you.

SJS:nmb

Attachment

c: Tim Koller, Deputy Town Clerk
 (w/attachment, **Agenda Item - March 6, 2023**)
 Daryl C. Bramer, Comptroller (w/attachment)
 Lynda Juul, Director of Finance (w/attachment)
 Dan Howard, Director of Planning (w/attachment)
 Dan Ulatowski, AICP, Assistant Planning Director/ZEO (w/attachment)
 Jeffrey S. Burroughs, PE, Town Engineer (w/attachment)
 Vaishali Reberholt, PE, Assistant Municipal Engineer (w/attachment)

3/6/2023

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 7:13 PM.

Jeffrey Burroughs, Town Engineer, presented.

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

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

A motion to adopt the Bond Resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki 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:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM

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: SEQR (RES-2023-221 : Miscellaneous Sanitary Sewer Projects (Bond Resolution \$1.5M))

EXTRACT OF MINUTES
Meeting of the Town Board of the
Town of Amherst, in the County of Erie, New York
March 6, 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 March 6, 2023.

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

* * *

The Supervisor stated that a public hearing had been called for this meeting at the Town Hall, 5583 Main Street, Williamsville, New York, at 7 o'clock P.M. (Prevailing Time) to consider the increase and improvement of facilities of the Town's Consolidated Sanitary Sewer District (the "District"), at the estimated total cost of \$1,500,000, consisting of sanitary sewer system improvements, at the estimated maximum cost of \$1,500,000 (2023 CIP Project No. E-4), as described in the map, plan and report dated February, 2023 prepared by the Town Engineering Department; and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law. The Town Clerk presented affidavits showing that the Notice of said public hearing had been duly published and posted pursuant to the provisions of Article 12 of the Town Law.

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

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

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

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed Extract of Minutes of a meeting of the Town Board of said Town of Amherst duly called and held on March 6, 2023, has been compared by me with the original minutes as officially recorded in my office as Town Clerk, and is a true, complete and correct copy thereof and of the whole of said original minutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 6th day of March, 2023.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

BOND RESOLUTION OF THE TOWN OF AMHERST,
 NEW YORK, ADOPTED MARCH 6, 2023,
 APPROPRIATING \$1,500,000 FOR THE INCREASE
 AND IMPROVEMENT OF FACILITIES OF THE
 TOWN'S CONSOLIDATED SANITARY SEWER
 DISTRICT, AND AUTHORIZING THE ISSUANCE OF
 BONDS OF SAID TOWN IN THE PRINCIPAL AMOUNT
 OF \$1,500,000 TO FINANCE SAID APPROPRIATION

Offered by: _____

Seconded By: _____

Recital

WHEREAS, following preparation of a map, plan and report and an estimate of cost for the increase and improvement of facilities of the Consolidated Sanitary Sewer District (herein referred to as the "District"), in the Town of Amherst (herein called the "Town"), in the County of Erie, New York, and after a public hearing duly called and held on March 6, 2023, the Town Board of the Town determined that it is in the public interest to increase and improve the facilities of the District, and ordered that such facilities be so increased and improved;

Now, therefore, be it

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

Section 1. The Town hereby appropriates the amount of \$1,500,000 for the increase and improvement of facilities of the District, consisting of sanitary sewer system

improvements, at the estimated maximum cost of \$1,500,000 (2023 CIP Project No. E-4) in connection therewith, as described in the map, plan and report dated February, 2023 prepared by the Town Engineering Department. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$1,500,000. The plan of financing includes the issuance of \$1,500,000 bonds of the Town to finance said appropriation and the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same.

Section 2. Bonds of the Town are hereby authorized to be issued in the principal amount of \$1,500,000 pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

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

(a) The period of probable usefulness of the class of objects or purposes for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 4 of the Law, is forty (40) years.

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

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

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

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

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

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

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

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

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

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

The Resolution was declared adopted.

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed resolution of the Town Board of said Town adopted at a meeting duly called and held on March 6, 2023, has been compared by me with the original resolution as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 6th day of March, 2023.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertBondReso (RES-2023-221 : Miscellaneous Sanitary Sewer Projects (Bond Resolution \$1.5M))

At a meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 6th day of March, 2023.

PRESENT:

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

In the Matter

of the

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

Offered by: _____

Seconded By: _____

RESOLUTION AND
 ORDER AFTER PUBLIC
 HEARING

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

Attachment: CertROAfterPH (RES-2023-221 : Miscellaneous Sanitary Sewer Projects (Bond Resolution \$1.5M))

February, 2023, for the increase and improvement of facilities of the District, consisting of sanitary sewer system improvements, at the estimated maximum cost of \$1,500,000 (2023 CIP Project No. E-4) required in connection therewith as described in said report; and

WHEREAS, the Engineer has estimated that the cost of such increase and improvement of facilities shall be \$1,500,000 and said map, plan and report have been filed with the Town Board; and

WHEREAS, the Town Board adopted an Order describing in general terms the proposed increase and improvement of such facilities, specifying the estimated cost thereof, and stating the Town Board would meet to hear all persons interested in said increase and improvement of facilities on March 6, 2023 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York; and

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

WHEREAS, such public hearing was duly held by the Town Board on the 6th day of March, 2023 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York, with considerable discussion on the matter having been had and all persons desiring to be heard having been heard, including those in favor of and those in opposition to said increase and improvement of such facilities; and

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

Now, therefore, be it

DETERMINED, that it is in the public interest to increase and improve the facilities of the District as hereinabove described, at the estimated total cost of \$1,500,000; and it is hereby

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

FURTHER ORDERED, that the expense of said increase and improvement of facilities shall be financed by the issuance of \$1,500,000 bonds of the Town, and the cost of said increase and improvement of facilities, including payment of principal of and interest on said bonds, shall be paid by the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same; and it is hereby

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

DATED: March 6, 2023

(SEAL)

TOWN BOARD OF THE TOWN OF
AMHERST

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

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

The Resolution and Order were declared adopted.

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed resolution and order of the Town Board of said Town adopted at a meeting duly called and held on March 6, 2023, has been compared by me with the original resolution and order as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution and order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 6th day of March, 2023.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertROAAfterPH (RES-2023-221 : 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

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 extend 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.

THE TOWN OF AMHERST
ENGINEERING DEPARTMENT
Miscellaneous Sanitary Sewer Relining, Manhole Rehabilitation and Miscellaneous 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 characterized 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

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			
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: Town of Amherst - Engineering Department		Telephone: (716) 631-7154 E-Mail: jburroughs@amherst.ny.us	
Address: 1100 North Forest Road			
City/PO: Williamsville		State: New York	Zip Code: 14221
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.			NO ☒
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:			YES ☐
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			NO ☒
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: MPR E-4 Sanitary Sewer Rehab (RES-2023-221 : Miscellaneous Sanitary Sewer Projects (Bond Resolution \$1.5M))

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
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?	NO	YES	
	☒	☐	
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?	NO	YES	
	☒	☐	
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: _____ _____ _____			

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		
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?	NO ☒	YES ☐
16. Is the project site located in the 100-year flood plan?	NO ☒	YES ☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO ☒	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: _____	NO ☒	YES ☐

49. 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: _____	NO ☒	YES ☐

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: _____	NO ☒	YES ☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Jeffrey S. Burroughs, P.E.</u> Date: <u>1/25/23</u> Signature: _____ Title: <u>Town Engineer</u>		



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 Director

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-2023-221 : Miscellaneous Sanitary Sewer Projects (Bond Resolution \$1.5M))



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 27237

RESOLUTION 2023-222

DECISION DATE

800 New Road Rezoning & Relief of Restrictions

Request to rezone 800 New Road from GB to SA and to remove a declaration of restrictions imposed as part of a rezoning decision.

3/6/2023

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 7:17 PM.

Marc Kenward, representing Sol Source Power, LLC, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the March 20th Town Board meeting, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was closed at 7:30 PM.

RESULT:	DECISION DATE [UNANIMOUS]	Next: 3/20/2023 7:00 PM
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor	
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala	



Town Board Agenda of March 6, 2023

February 22, 2023

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

Subject:

1. Request to rezone 3.4± acres of land from General Business (GB) to Suburban Agriculture (SA); property located at 800 New Road (portion), Sol Source Power petitioner. (Z-2022-12).
2. Request to remove a declaration of restrictions imposed as part of a rezoning decision limiting use to nursery and landscaping business; property located at 800 New Road (portion), Sol Source Power, petitioner. (Z-1984-26_A).

Honorable Members:

The subject property is a 11.59± acre rectangular parcel located on the west side of New Road approximately 800 ± feet north of the intersection of Millersport Highway and New Road. The subject requests are proposed on 0.7± acres on and along the parcel frontage on New Road.

A subsequent site plan for the property located at 800 and 850 New Road is currently under review by the Planning Department, Town of Amherst reviewing agencies, and outside agencies including the New York State Department of Environmental Conservation (NYSDEC), Erie County Department of Environment and Planning (ECDEP), Erie County Highways Division (ECDPW), and New York State Department of Transportation (NYSDOT).

Pursuant to §203-6-10-7B3)a) of Town Code, the use of the subject site as a Tier III Solar Energy System is permitted as a Special Use. Approval of a Special Use Permit falls under the discretionary power of the Town Board for a Tier III Solar Array per §203-8-6-6A of Town Code. A Special Use Permit will be required to be reviewed by the Town Board after the site plan review process and a decision by the Planning Board, separately from the proposed zoning actions outlined above.

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

Honorable Town Board

Rezone land from General Business (GB) to Suburban Agriculture (SA); property located at 800 New Road (portion). Agenda of March 6, 2023

The purposes of the subject requests are;

1. To create a consistent zoning district across the parcel, which will allow for the future utilization of the subject land for a Tier III Solar Array on the subject parcel and land that is located at 850 New Road.
2. To remove a deed restriction placed on the subject portion of the parcel as part of a rezoning decision in 1984 that limits the use of the subject portion of the parcel to nursery and landscape contract business to allow the future use of the site as a Tier III Solar energy system.

History of previous rezoning requests:

The subject site was zoned Suburban Agriculture (SA) district with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976.

Z-1984-26:

Request to rezone land (3.4± acres) at 800 New Road from Suburban Agriculture (SA) to General Business (GB) for the establishment of a nursery-garden center. Approved by the Town Board on December 3, 1984 subject to the following deed restriction;

1. That said parcel, together with any additions or improvements thereon, shall solely and exclusively have a primary use as a nursery and secondary use as a landscaping contract business only as stated above, and shall not be at any time devoted to any other business use unless consented to or approved by the Town Board of the Town of Amherst.

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The Conceptual Land Use Plan (Figure 6) of the Bicentennial Comprehensive Plan designates the subject area as appropriate for a "Rural Residential" land use. Within this land use category there is a focus on retaining the rural character of North Amherst. Parcels in this land use category are characterized by their large size and environmental constraints. The future development of a Tier III Solar Array allows for the retention of the rural character of North Amherst by providing a development that does not require an extension of public utilities, is designed to avoid conflicts with an existing delineated wetland, and is requiring less soil disturbance than a higher intensity development. These characteristics demonstrated in the concept plan are consistent with the adopted policies of the Bicentennial Comprehensive Plan.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposed rezoning and the proposed request for relief of deed restriction is consistent with Section 3-3-1 of the Zoning Ordinance which establishes the purpose of the Suburban Agriculture district as providing areas for the development of uses that include farms, farm-related activities and non-intensive compatible uses. A Tier III Solar energy system is a non-intensive farm compatible use and therefore is consistent with the intent of the zoning district.

Honorable Town Board

Rezone land from General Business (GB) to
Suburban Agriculture (SA); property located at 800
New Road (portion). Agenda of March 6, 2023

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The subject parcel is surrounded by large parcels of vacant land. There are single family homes on large lots to the north zoned SA, single family homes and vacant land to the east zoned SA and Traditional Neighborhood District (TND), a pending application for a multi-phased residential and commercial development to the south zoned TND, and single-family homes to the west zoned SA.

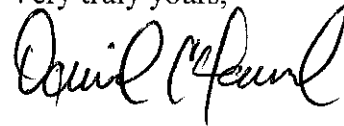
ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is an Unlisted action, and an environmental assessment consistent with 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 Department requests that if the Town Board desires to act on the rezoning request and the request for relief of deed restriction, 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 resolutions for the Town Board's consideration.

Very truly yours,



Daniel C. Howard, AICP
Planning Director

DH/TV/bf

Att.

X:\Current_Planning\Files\Rezoning\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: January 26, 2023

Ayes; 7 Noes; 0

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2022-12

PETITIONER

Sol Source Power, Inc.
1 Washington Place
Troy, NY 12180

PROPERTY LOCATION

800 New Road (portion)

'23 JAN 31 AM 11:37

WHEREAS the Town of Amherst Planning Board on Thursday, January 24, 2023 held a public hearing on the proposed rezoning of a 3.4± acre portion of a parcel from General Business (GB) to Suburban Agriculture (SA), and

WHEREAS the Planning Board has reviewed a concept plan and other materials regarding the rezoning proposal, and

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

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

- A. The proposed zoning and development plan is generally consistent with the policies of the Comprehensive Plan and the Zoning Ordinance.
- B. There are adequate services and utilities available or proposed to be made available in the construction of the development.
- C. The proposal is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.
- D. The subject property is not suitable for uses permitted by the current versus the proposed district.
- E. The proposed rezoning will tend to improve the balance of uses, or meets a specific demand in the Town.
- F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act is required since hydric/potentially hydric soils have been identified on the parcel based on the Wetland Delineation Report conducted by Earth Dimensions, Inc. (EDI) and confirmed by the New York State Department of Environmental Conservation in their letter dated November 22, 2022.

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

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2022-12

PETITIONER

Sol Source Power, Inc.

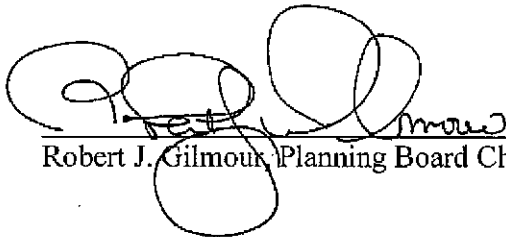
PROPERTY LOCATION

800 New Road (portion)

23 JAN 31 AM 11:37

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.

The foregoing resolution was adopted by the Town of Amherst Planning Board, January 26, 2023; moved by Chmiel; seconded by Giuliani; ayes 7, noes 0.



Robert J. Gilmour, Planning Board Chair

1/31/22
Date

TV/ac

X:\Current_Planning\Files\Rezoning\2022\Z-2022-12_(800_New_Rd)_2022\Z-2022-12_resolution_012623.docx

cc: Town Clerk

Commissioner of Building

Highway Superintendent

Town Engineer

Traffic/Safety Coordinator

Steve Long, Sol Source Power, Inc., 1 Washington Place, Troy, NY 12180

Marc Kenward, Erdman Anthony Consulting Engineers, 145 Culver Rd., Suite 200, Rochester, NY 14620

Attachment: Z-2022-12 & Z-1984-26 A TB Letter Packet 030623 (RES-2023-222 : 800 New Road Rezoning & Relief of Restrictions)



TOWN OF AMHERST
APPLICATION & REVIEW
PROCEDURE
REZONING

This application package includes the following:

- Application Procedures
- Application Form & Checklist
- Appendix A Town of Amherst EAF Addendum
- Appendix B Criteria for Required 8½" x 11" Sketches
- Appendix C Erie Sewer District No. 5 – Commercial / Industrial New & Existing Buildings Requirements
- Appendix D Draft Local Law Form
- Appendix E Submittal of Revised Survey & Legal Description Form

MATERIALS MUST BE PROVIDED IN AN ELECTRONIC FORMAT THAT CONTAINS PDF FILES OF THE APPLICATION, EAF, CONCEPTUAL DEVELOPMENT PLAN, SURVEY, ANY OTHER SUPPORTING INFORMATION, AND A WORD DOCUMENT OF THE LOCAL LAW. THIS MUST BE SUBMITTED WITH YOUR APPLICATION.

APPLICATIONS WILL NOT BE TRANSMITTED WITHOUT THIS ELECTRONIC INFORMATION.

THIS ALSO APPLIES TO REVISED MATERIALS THAT ARE SUBMITTED.

- **IMPORTANT** -

1. Applicant obtains application from the Planning Department, 5583 Main Street, Williamsville, NY 14221, by phoning (716) 631-7051 or on-line at www.amherst.ny.us (keyword: Planning).

The application shall be executed or consented to in writing by persons having legal standing as defined in Section 8-2-2 of the Zoning Ordinance.

2. A pre-submittal consultation with Planning Department staff is *strongly recommended* prior to submitting an application. The pre-submittal meeting gives the applicant an opportunity to discuss with staff such items as:
 - consistency of the proposed rezoning with the adopted Bicentennial Comprehensive Plan
 - determining what specific information will be required to be submitted with the application
 - identifying and discussing issues that must be addressed as part of the SEQR review.

An appointment is required for all meetings with Planning Department staff.

3. The rezoning petition is subject to the requirements of 6 NYCRR Part 617, State Environmental Quality Review Act (SEQR), and Chapter 104 of the Town of Amherst Code, as amended. The Environmental Assessment Form (EAF) must assess the cumulative impacts associated with the rezoning (and the Comprehensive Plan amendment, if applicable). The Town Board cannot make a SEQR determination unless a complete EAF is submitted along with the Town of Amherst EAF Addendum (attached Appendix A) and any required supplementary information, such as traffic impact studies, archaeological reports, wetland delineations or geotechnical reports. SEQR issues may be discussed with Planning Department staff at a recommended pre-submittal meeting. Unlisted Actions require a Short EAF; Type I Actions require a Full EAF. The following is a link to the NYSDEC website and fillable forms with instructions: <http://www.dec.ny.gov/permits/6191.html>.
4. Submittal of an application grants permission to Town staff and Board members to access the parcel(s) under consideration.
5. The rezoning request must be put in the form of a Local Law and submitted both as a paper copy and in electronic form as a Microsoft Word document. See Appendix D, attached.

Town of Amherst Planning Department, 5583 Main Street Williamsville New York 14221
 Phone (716) 631-7051; Fax (716) 631-7153; Web: www.amherst.ny.us

APPLICATION PROCEDURES

1. Applicant prepares and submits one complete application with attachments to the Planning Department for review prior to filing.
2. After approval for filing by the Planning Department, the applicant files **thirteen (13)** copies of the completed application and attachments with the Planning Department and submits the required fee and one copy of the application package to the Town Clerk. (See Schedule of Fees on first page of application and make checks payable to: Town of Amherst.) Each package must be collated, with larger sheets folded into no larger than 9" x 12" size. The following information must be included in each application package:
 - A completed, signed and notarized application form with all required attachments
 - A conceptual development plan, drawn to scale (no larger than 24" X 36" in size)
 - An 8 ½" X 11" reduction of the conceptual development plan
 - Boundary survey prepared by a NYS licensed land surveyor that shows the acreage of the parcel, acreage of the area to be rezoned, zoning of adjacent properties and all other typical survey data
 - A legal description of the area proposed to be rezoned
 - The legal description in the form of a draft local law (see Appendix D) and provided **as a Word document**
 - A completed and signed Environmental Assessment Form (EAF), including any required supplementary reports such as traffic studies, geotechnical reports, archaeological surveys, or wetland delineation reports
3. The applicant returns a copy of the filing receipt to the Planning Department.
4. The Planning Department transmits copies of the application and materials for a review by:

• Commissioner of Building • Town Engineer • Superintendent of Highways • Traffic / Safety Board	• Fire Chiefs' Association • Town Attorney • Zoning Enforcement Officer • Other Town and outside Agencies, as applicable
---	---
5. Each agency completes its review and notifies the Planning Department in writing of its comments or recommendations as required by the Zoning Ordinance.
6. The Town makes an environmental assessment of the project to determine whether a draft Environmental Impact Statement (EIS) is required. The applicant will be advised in the event that a draft EIS is required and afforded the opportunity to prepare it. If he/she declines, the Planning Board will prepare the draft EIS at the applicant's expense. A public hearing will be held concurrently with all public hearings on the application itself.
7. The following procedures are established for submittal of revised documents: **All such documents must be provided in electronic format in addition to hard copies.**
 - A. **Revised Survey / Legal Description.** **Thirteen (13)** copies of any proposed revisions to the Survey or Legal Description must be approved and submitted to the Planning Department. The Planning Department will transmit one copy of the revised Survey/Legal Description to the Town Clerk and to review agencies as required. The corresponding local law must also be updated and provided. **APPENDIX "E", "Revised Survey / Legal Description submittal form"** must accompany the revised documents.

REZONING APPLICATION & REVIEW PROCEDURE (con't)**Page 3**

B. Other Revised Materials. The applicant must provide **thirteen (13)** complete sets of revised plans, reports, or materials as required to address review agency comments (recommend the applicant contact Planning staff to determine if fewer sets are needed). The revised submission should include, but is not limited to, the following:

- A cover letter addressing all comments received to date.
- Revised conceptual development plan drawings with the area of change "highlighted", along with a notation describing the change.

8. Planning Board Meeting Procedures. The applicant or representative must present the project at the public hearing before the Planning Board and be available to answer any questions at the meeting. The Planning Board may take any of the following actions:

- Adjourn the hearing to a future Planning Board meeting (hearing remains open).
- Close the public hearing and table action on the rezoning petition to the next Planning Board meeting.
- Close the public hearing and make a recommendation on the rezoning.

All determinations on matters before the Planning Board are made after all public hearings on that meeting's agenda are completed.

The Planning Board will hold both a hearing on the proposed action and a concurrent SEQR hearing. Upon receipt of all required SEQR materials, the Planning Board will make a SEQR recommendation and a recommendation on the proposed rezoning to the Town Board per the requirements of Sections 8-1, 8-2, and 8-3 of the Zoning Ordinance.

9. After the Planning Board issues its recommendation, it is the applicant's responsibility to submit a written request to the Town Clerk that a public hearing be scheduled before the Town Board. A copy of the request should also be submitted to the Planning Department.
10. A final determination on SEQR and the rezoning request will be made by the Town Board per the requirements of the Zoning Ordinance.

NOTE: Please check with the Planning Department to determine the deadline dates for filing applications. Because of the public hearing notice and departmental reviews, no zoning change application will be placed on the Planning Board agenda after the deadline for filing has closed.

X/Current Planning/Application Forms 2019/Rezoning Application Procedures_ 2019

REVISED February 2021

Town of Amherst Planning Department, 5583 Main Street Williamsville New York 14221
Phone (716) 631-7051; Fax (716) 631-7153; Web: www.amherst.ny.us

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TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

File #: _____	Acreage _____	Fee \$ _____
Address Verified by Assessor's Office _____ VERIFIED BY _____ DATE _____		Application Received by Planning Department _____ ACCEPTED BY _____ DATE _____
Materials Checked by Zoning Enforcement Officer _____ CHECKED BY _____ DATE _____		Materials & Fee Paid to Town Clerk _____ ACCEPTED BY _____ DATE _____
		Fill In Applicable Fees
2 ACRES OR LESS	\$1,250.	<u>\$0.00</u>
2 – 20 ACRES	\$1,250 + \$250/acre or fraction thereof over 2 acres (fractions of an acre to be counted as 1 acre)	<u>\$1,750.00</u>
21 – 30 ACRES	\$5,700 + \$150/acre or fraction thereof over 21 acres (fractions of an acre to be counted as 1 acre)	<u>\$0.00</u>
OVER 30 ACRES	\$6,900 + \$75/acre or fraction thereof over 30 acres (fractions of an acre to be counted as 1 acre)	<u>\$0.00</u>
Request for Relief of / Change to Conditions of Zoning Approval	\$1,200.	<u>\$1,200.00</u>
AFFIDAVIT FEE FOR PUBLIC HEARING	\$15.	<u>\$15.00</u>
TOTAL FEE:		\$ <u>2,965.00</u>

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-2022-12 & Z-1984-26 A TB Letter Packet 030623 (RES-2023-222 : 800 New Road Rezoning & Relief of Restrictions)

TO BE COMPLETED BY APPLICANT**1. Petitioner:**Name: Sol Source Power, Inc. [contact - Steve Long]Address: 1 Washington PlaceTroyNY12180

City

State

Zip Code

Phone: (603) 455-9483

Fax _____

E Mail: Steve@solsourcepower.com**2. The undersigned hereby petitions the Honorable Town Board to rezone the following described property:**From: General Business DistrictTo: Suburban Agricultural District**3. Street address of land to be rezoned: (must be verified by Town Assessor's Office)**800 New Road, Amherst, NY 14228SBL #: 16.00-2-14.2**4. Area of land to be rezoned (in acres): 3.4 Acres****5. Owner of Land:**Name: Cimato Enterprises, Inc. [contact - Ferdinando Cimato, President]Address: 9220 Transit Rd.East AmherstNY14051

City

State

Zip Code

Phone: (716) 861-3529**6. Representative (Architect, Engineer, Landscape Architect, Surveyor or Attorney):**Name: Erdman Anthony Consulting Engineers [contact - Marc Kenward]Address: 145 Culver Road, Suite 200RochesterNY14620

City

State

Zip Code

Phone: (585) 427-8888

Fax _____

E Mail: KenwardMD@erdmananthony.com

7. **Petitioner's interest in property**☐ Option to purchase☐ Owner☒ Other (explain) Rezoning to site's previous SA zoning to be consistent with remaining parcel and abutting parcel8. **The following are all others having an interest in this application and join herein with the petitioner named above:** (describe extent of interest; attach sheets as needed)N/A9. **Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor.** See Attachment 110. **Said property has the following deed restrictions or covenants:** (attach copy)Liber 7431Page 13611. **Information on proposed project:**A. **Description of the character of the proposed development:** _____Rezoning to site's previous SA zoning to be consistent with remaining parcel and abutting parcel (16.00-2-14.1).B. **Rationale for rezoning request:**

1. Why was this site chosen? The intent of this Rezoning Application is to Request the Town Board cancel the March 1985 "Declaration of Restriction" which implemented GB (General Business) zoning on the eastern portion of the subject parcel. This request for rescission of GB and return to SA will make the entire Parcel's Zoning consistent throughout and consistent with the north abutting parcel (16.00-2-14.1).

2. Why cannot land be used with the existing zoning? Rezoning the site from GB to previous SA zoning to be consistent with remaining parcel and abutting parcel to the north (16.00-2-14.1). Petitioner intends to merge the parcel with the abutting parcel (16.00-2-14.1) in order to accommodate future Tier 3 community solar project.

3. How will this rezoning impact surrounding properties? Rezoning the site from GB to its previous SA zoning will not have an impact on surrounding properties.

4. How will this rezoning impact the school system? Rezoning the site from GB to its previous SA zoning will not have an impact on the school system.

12. Quantitative Data:

A. Total # of dwelling units	N/A
B. Distribution of dwelling units by type	N/A
C. Gross Residential Density per acre	N/A
D. Total amount of Open Space	N/A
E. Proposed Non-Residential Floor Area	N/A

13. Development Schedule:

Start	N/A
Finish	N/A
Stages (# of)	N/A

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

Rezoning to site's previous SA zoning to be consistent with remaining parcel and abutting parcel (16.00-2-14.1).

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

N/A

16. Basis for Findings (Sec. 8-3-5 of the Town Zoning Code) (Attach sheets and supplemental materials as necessary.)**A. The proposed zoning and development plan must be generally consistent with the policies of the Comprehensive Plan and the Town Zoning Ordinance.**

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

The intent of this Rezoning Application is to Request the Town Board cancel the March 1985 "Declaration of Restriction" which implemented GB (General Business) zoning on the eastern portion of the subject parcel. This request for rescission of GB and return to SA will make the entire Parcel's Zoning consistent throughout and consistent with the north abutting parcel (16.00-2-14.1).

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. Figure 2 & Figure 3 located after page 3-2, Table 1 page 3-28, Table 2 page 3-29, Figure 6 located after page 3-29 and Figure 18 located after page 10-10 within the Town Board Adopted Plan, Amended June 2019 - See Attachment 2.

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

The intent of this Rezoning Application is to Request the Town Board cancel the March 1985 "Declaration of Restriction" which implemented GB (General Business) zoning on the eastern portion of the subject parcel. This request for rescission of GB and return to SA will make the entire Parcel's Zoning consistent throughout and consistent with the north abutting parcel (16.00-2-14.1).

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

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

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

Rezoning the site from GB to previous SA zoning to be consistent with remaining parcel and abutting parcel to the north (16.00-2-14.1).

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

proposed district: Rezoning the site from GB to previous SA zoning to be consistent with remaining parcel and abutting parcel to the north (16.00-2-14.1).

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

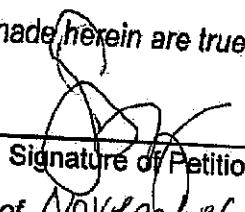
Rezoning the site from GB to previous SA zoning to be consistent with remaining parcel and abutting parcel to the north (16.00-2-14.1).

APPLICATION FOR REZONING (con't)

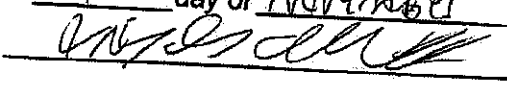
Page 6

17. The petitioner encloses herewith the sum of \$ 2,965.00 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.
18. The undersigned certifies that all information required to be disclosed pursuant to Section 809 of the General Municipal Law (see below) is as follows:

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


Signature of Petitioner

Subscribed and sworn to before me this 14th day of November, 2022

Notary Public,


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

Michael E. Gelant
Notary Public, State of New Hampshire
My Commission Expires Aug. 14, 2024

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.

Current Planning/Files/Application Forms 2019/Rezoning Application Form 2019

REVISED February 2021

Town of Amherst Planning Department 5583 Main Street Williamsville New York 14221
(716) 631-7051; Fax: (716) 631-7153; Web: www.amherst.ny.us

Letter of Authorization

Cimato Enterprises Inc. does hereby grant permission to Sol Source Power, LLC as well as their engineering consultants and contractors to act as my agent in all aspects of rezoning the property at 800 New Road, Buffalo NY 14228.

This will allow my agent to answer any and all questions on my behalf during this rezoning process.

Cimato Enterprises Inc.
a corporation

By: 

Name: FERDINANDO A. CIMATO

Title: PRES.

Date: 11/10/2022

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Rezoning Application Requirements and Checklist

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

Item No.	Item	Submitted	Official use
I Application Information			
1.0	Town of Amherst Rezoning / Comprehensive Plan Amendment Application Form (available from Planning Department)	✓	
1.1	Name, address, and contact information of the petitioner	✓	
1.2	Name and address of property owners(s) – if different than petitioner	✓	
1.3	If petitioner is different than property owner, provide statement describing interest in property and a letter from the property owner authorizing the application	✓	
1.4	Identify existing and proposed zoning and acreage of area proposed to be rezoned	✓	
1.5	Parcel addresses and Section, Block, and Lot (SBL) numbers of all properties proposed to be rezoned. Indicate if a portion of any parcel is involved, if applicable	✓	
1.6	Statement of planning objectives to be achieved by the proposed rezoning, including the following: - How the proposed zoning and development plan meets the objectives of the Comprehensive Plan - A description of the character of the proposed development - The rationale behind the assumptions that are presented	✓	
1.7	Give specific maps and/or figures in the Comprehensive Plan that must be amended to support the proposed zoning and provide suggested amendments	✓	
1.8	A general statement about how any proposed open space will be maintained (if applicable)	N/A	
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)	N/A	
1.10	A statement of the petitioner's intentions regarding future sale or leasing of all or portions of the proposed development	✓	
II Survey and Legal Description			
1.0	Complete boundary survey that includes all existing structures, acreage, legal description, and easements plotted to scale by a NYS licensed land surveyor	✓	
1.1	Raised/wet seal and signature of licensed surveyor	refer to Attachment 1 for map dated 9-3-84 for the March 1985 rezoning from SA to GB	
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)	✓	

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" x 36" format and folded into 8 1/2" x 11" size)	N/A	
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	✓	
1.1	Soil boring report and geotechnical report prepared by a qualified Professional Engineer (if applicable)	N/A	
1.2	Traffic impact study (if applicable)	N/A	
1.3	Archaeological assessment (if applicable)	N/A	
1.4	Wetland Delineation report (if applicable)	N/A	
2.0	8 1/2" X 11" reduction of concept plan drawing (see appendix B)	N/A	
3.0	A CD containing a PDF of the complete submittal package, including all drawings.	PDF file submitted via file share link	

For official use only:

Approved/Date

Town of Amherst Planning Department 5583 Main Street Williamsville-NY-14221
(716) 631-7051- Fax: (716) 631-7153

X:\Current_Planning\Application Forms 2013 Working Doc\Rezoning\Rezoning Requirements and Checklist 10-08.doc

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			
Name of Action or Project: 800 New Road Re-zoning			
Project Location (describe, and attach a location map): 800 New Road, Amherst, NY 14228			
Brief Description of Proposed Action: Rezoning to site's previous SA zoning to be consistent with remaining parcel and abutting parcel (16.00-2-14.1).			
Name of Applicant or Sponsor: Sol Source Power, Inc. [contact - Steve Long]		Telephone: (603) 455-9483 E-Mail: Steve@solsourcepower.com	
Address: 1 Washington Place			
City/PO: Troy		State: New York	Zip Code: 12180
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.		NO ☐	YES ☒
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:		NO ☒	YES ☐
3. a. Total acreage of the site of the proposed action?		11.59 acres	
b. Total acreage to be physically disturbed?		N/A acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		11.59 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): General Business ☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☐	☒
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
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?	NO	YES	
	☒	☐	
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: Rezoning to site's previous SA zoning to be consistent with remaining parcel and abutting parcel (16.00-2-14.1).	☒	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ Water supply not needed	☒	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ Potential future use will not generate wastewater	☒	☐	
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?	NO	YES	
	☒	☐	
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: _____ _____ _____			

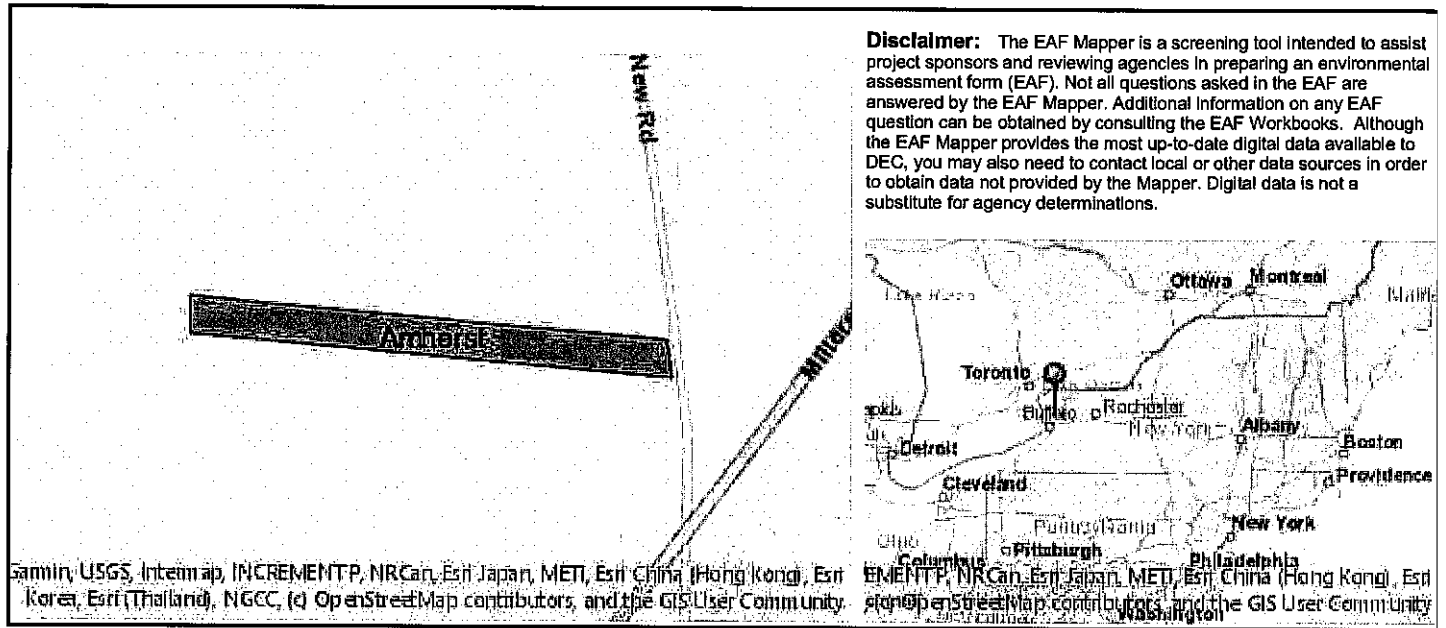
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☒ Forest ☒ Agricultural/grasslands ☐ Early mid-successional ☒ Wetland ☐ Urban ☒ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO ☒	YES ☐
16. Is the project site located in the 100-year flood plan?	NO ☐	YES ☒
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO ☒	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:	NO ☒	YES ☐
19. 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:	NO ☒	YES ☐
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:	NO ☒	YES ☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Marc Kenward</u> Date: <u>11-14-2022</u> Signature: <u><i>Marc Kenward</i></u> Title: <u>Senior Associate</u>		

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EAF Mapper Summary Report

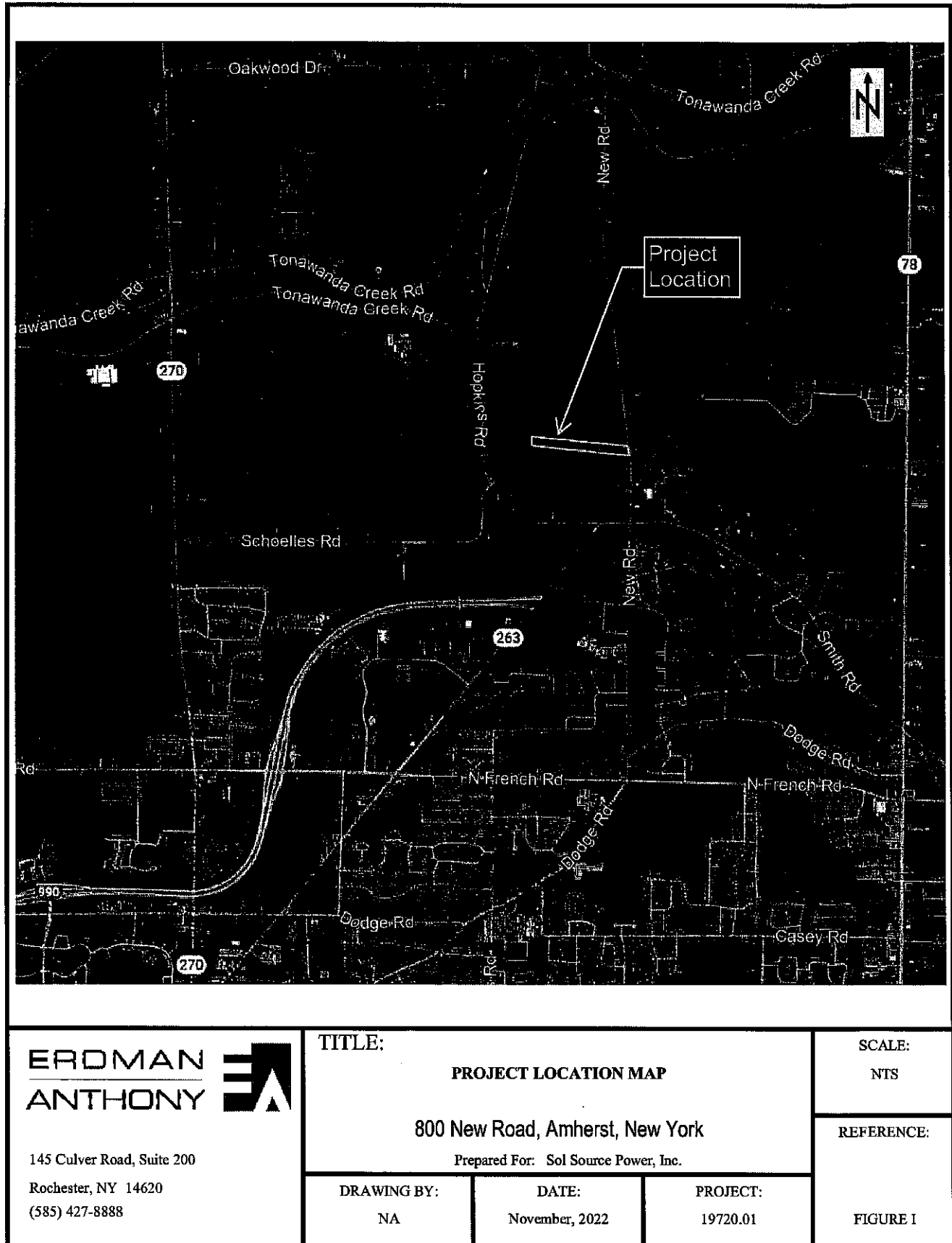
Friday, November 11, 2022 11:45 AM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	No

Attachment: Z-2022-12 & Z-1984-26 A TB Letter Packet 030623 (RES-2023-222 : 800 New Road Rezoning & Relief of Restrictions)

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CRITERIA FOR THE REQUIRED 8½" X 11" REQUIRED DRAWING REDUCTIONS

Graphic Standards:

- This BLACK and WHITE drawing will be used as an overhead presentation displayed during the Planning Board's monthly meeting as well as copied for distribution to each Planning Board member, and filed for public review. Clarity and legibility of this graphic are essential.
- Two (2) copies of an 8½" x 11" Concept or Site Plan are required for ALL Site Plan, Subdivision, and Open Development Area submittals in addition to the standard size copies of plans required by the application.
- Site Plan submittals shall also include 8½" x 11" reductions of the Landscape Plan and building elevations.
- Each time a revision is made to standard size Concept or Site Plan drawings submitted for approval, two (2) revised 8½" x 11" graphics must also be submitted.
- Two (2) copies of an 8½" x 11" Concept Plan are required for Rezoning submittals which include standard size Concept Plans.
- The Town of Amherst Planning Department reserves the right to require additional information or modify the submitted drawing for presentation purposes.
- Each submitted drawing becomes the property of the Town of Amherst.
- Illegible 8½" x 11" graphics may result in rejection of the submittal by the Planning Department or may result in removal from the Planning Board agenda.

Information to be provided and clearly labeled:

- ALL labels, dimensions, and other notations must be clear and legible at 8 ½ x 11" size.
- ALL existing and proposed building footprints.
- Significant natural and man-made site and building features.
- ALL existing and proposed street names.
- Property lines.
- North arrow, date of preparation, and latest revision date for each sheet.
- Retention/Detention ponds.
- State and Federal wetlands.
- Berms

Additional information to be provided but not labeled:

- Parking, loading, and stacking layouts (directional arrows – optional).
- Curb cuts for developed properties on opposite sides of street.
- Landscaping should be included in a manner not to interfere with presentation clarity.
- ALL existing and proposed sidewalks, paths, and bikeways.

Information NOT to be provided on 8½" x 11" graphic unless specifically requested:

- Utility information/data.
- Contour lines/elevation data.
- Dimension lines.
- Shading for any site feature(s).
- Site data/calculations.
- Plant lists.
- Building elevations, drainage profiles, sign graphics, etc.



TOWN OF AMHERST

ENGINEERING DEPARTMENT

ERIE COUNTY NEW YORK

PAUL M. BOWERS, P.E., TOWN ENGINEER

September 24, 1999

TO: TECHNICAL STAFF

FROM: Paul M. Bowers, P.E. 

RE: ERIE SEWER DISTRICT NO. 5 - COMMERCIAL/INDUSTRIAL
NEW AND EXISTING BUILDINGS

Attached is a copy of the letter from ECSD #5 regarding the above subject. This would apply to all site plan reviews and construction which might occur on the Amherst side of ECSD #5.

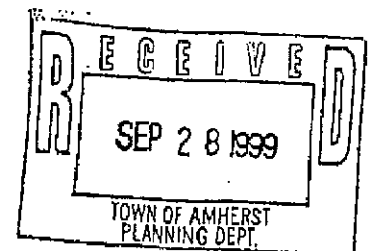
The essence of their request is to make sure that petitioners apply as early as possible (earliest rezoning stage), but certainly as early as the site plan review stage, to the Erie County's Division of Sewerage Management (DSM). By submitting building and plumbing plans early in the review process to the County (DSM), petitioners will not be denied nor delayed in seeking access while current reviews are being held.

If you review any rezonings and site plans for those areas along Transit Road within ECSD #5, petitioners should be advised that early submittal (of building and plumbing plans) to the DSM is necessary.

PMB:rb

Att.

Cc & Att: Thomas C. Ketchum, P.E., Building Commissioner
Richard Gillert, Planning Director



ENGINEERING OFFICE - SEWER MAINTENANCE
110 N. FOREST ROAD
WILLIAMSVILLE, NY 14221

(716) 631-7154 • FAX: (716) 631-7222

WASTEWATER TREATMENT FACILITY • ENVIRONMENTAL CONTROL
455 TONAWANDA CREEK ROAD
AMHERST, NY 14228

(716) 891-9771 • FAX: (716) 891-4496



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TOWN OF AMHERST
ENGINEERING
DEPARTMENT

JUL 12 2 04 PM '99

County of Erie

DENNIS T. GORSKI
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND PLANNING

RICHARD M. TOBE
COMMISSIONER

CHARLES J. ALESSI, P.E.
DEPUTY COMMISSIONER
Sewerage Management

July 9, 1999

Amherst Town Board
5583 Main Street
Williamsville, New York 14221

RE: Erie County Sewer District No. 5
Commercial/Industrial New and Existing Building
Construction and Change in Existing Establishments

Honorable Town Board:

This letter is written to remind you that any new commercial and/or industrial buildings or a change in use of an existing building within your service area requires the submittal of an Industrial Waste Survey (IWS), complete with detailed plans, to Erie County's Division of Sewerage Management (DSM) for review and approval.

Your community, as a member of the Erie County Sewer District No. 5 (ECSD #5), is required to participate in the District's EPA Approved Pretreatment Program. This program, mandated under federal law, requires review and inventory of all new non-residential facilities in the service area to determine if they fall under the pretreatment program. This review will also determine if the new facilities require an Industrial Wastewater Discharge Permit. Furthermore, as part of ECSD #5, your community must comply with The Rules and Regulations for Erie County Sewer Districts. These Rules and Regulations include additional requirements for non-residential facilities connecting to the sanitary sewer within the service area. The review of the plans for new facilities will insure compliance.

While there has not been a problem with new buildings incorporating new sewer connections, it is becoming more of a problem with existing commercial establishments that have changed ownership, expanded, and/or been renovated for a different use, without any review by the DSM. This includes such projects as:
(a) where a building is demolished and a new facility is built at

Amherst Town Board
July 9, 1999
Page Two

the same location; and (b) establishments that change their use such as a store turned into a bakery or a gas station turned into a restaurant.

A specific problem that tends to reoccur is the question of grease traps. The District requires all food serving establishments to have exterior grease traps installed. Some Towns only require the under the sink traps. However, the District has found them to be generally inadequate in most situations.

The District suggests that in the future, completion of the Industrial Waste Survey and review of plans be done by the DSM prior to approval and issuance of building permits for non-residential buildings. Currently, there is no fee required by the DSM for this review. The review is vital for the District's Industrial Waste section to maintain the proper inventory of non-residential facilities in the service area pursuant to federal regulations. Failure to do so could result in substantial costs to property owners to bring their facilities into compliance if construction occurs prior to plan approval.

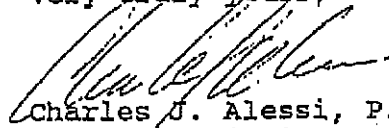
In a related matter, it is extremely important that where existing sewer laterals are not being reused, they are properly capped and sealed. It has been our experience that if the old sewers are not properly capped, it allows excessive inflow and infiltration into the sewers and unwanted debris. This can cause problems such as unnecessary surcharging and/or plugging of sewers and flooded basements or the undermining of paved areas such as sidewalks, roads and parking areas. Proper capping of sanitary sewer laterals is also required under the District's Rules and Regulations. If the existing sewer laterals are to be reused by a new building, they need to be inspected and tested to see that they are still structurally sound.

It is the District's hope that by working in a cooperative manner, the integrity of the entire sewerage system will ultimately improve, thereby reducing inflow and infiltration, and thus saving money for both your community and the District.

Amherst Town Board
July 9, 1999
Page Three

If you have any questions, please feel free to contact me at 858-7537.

Very truly yours,



Charles J. Alessi, P.E.
Deputy Commissioner

CJA/ss

cc: ECSD #5 Board of Managers
Susan Grelick, Supervisor, Amherst
✓ Paul Bower, Tn. Engineer, Amherst
Town of Amherst Building Inspector
L. Pohl
G. Absolon
G. Devlin/L. Sedita/File

SS006

The proposed zoning map amendment must be submitted in the form of a local law and must be provided both as a paper copy and in electronic form as a Microsoft **Word** document. The electronic copy may be submitted with the application on a CD ROM or e-mailed to the Planning Department. The form may be downloaded from the Town's website at:

http://www.amherst.ny.us/pdf/planning/applications/application_rezoning.pdf

SEE ATTACHED DRAFT LAW AND DESCRIPTION

LOCAL LAW NO. _____-201_

TOWN OF AMHERST COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST
CODE, KNOWN AS THE ZONING ORDINANCE, TO REZONE

_____ FROM _____ TO _____ AND TO
(address) AMEND THE ZONING MAP ACCORDINGLY.

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone _____ (address) _____ from _____ to _____ and to Amend The Zoning Map Accordingly."

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone _____ (address) _____ from _____ to _____ zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from _____ to _____ the zoning of _____, **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §265 of the Town Law of the State of New York.

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 5. Effective Date.

This Local Law shall take effect immediately when it is filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Sections 130 & 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst.

**Francina Spoth
Town Clerk
Town of Amherst
County of Erie, State of New York**

X:\Current_PlanningFiles\Rezoning\Forms\Local Law (Master).doc



**TOWN OF AMHERST PLANNING DEPARTMENT
SUBMITTAL OF REVISED SURVEY & LEGAL DESCRIPTION**

For Official Use

File # (SAME Z # AS ORIGINAL FILE)	Materials Checked by Building Dept.	RECEIVED BY: DATE
Materials Received by Planning Dept.	Materials Accepted by Town Clerk	RECEIVED BY: DATE

TO BE COMPLETED BY APPLICANT

1. Petitioner: ONLY IF LEGAL DESCRIPTION HAS BEEN REVISED

Name: Sol Source Power, Inc. [contact - Steve Long]

Address: 1 Washington Place

<u>Troy</u>	<u>NY</u>	<u>12180</u>
City	State	Zip Code

Phone: (603) 455-9483 Fax: _____
E Mail: Steve@solsourcepower.com

2. Street address of land to be rezoned:

800 New Road, Amherst, NY 14228

3. Submitted by:

Name: Erdman Anthony Consulting Engineers; [contact - Marc Kenward]

Address: KenwardMD@erdmananthony.com

Required Materials:

- ☐ Revised Survey and Legal Description
- ☐ Legal Description in the form of a Local Law
- ☐ Legal Description in a Microsoft Word Document

P/Currplan/Applications Working Docs/Revised Survey Submittal Form

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

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

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
Lakemont Silt Loam	severe	severe	severe	severe	severe
Niagara Silt Loam	severe	severe	severe	severe	severe
Odessa Silt Loam	severe	severe	severe	severe	severe

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).

_____ Geotechnical report attached



Not applicable

Utility Trenching & Electrical Equipment Pads

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

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

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

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

N/A

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 On Parcel 16.00-2.20 to south owned by Cimato & Sons 100+ unit multi-family on S.W. portion, on N.E. portion 10 AC +/- Ag Industrial

(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 None

Source: N/A

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

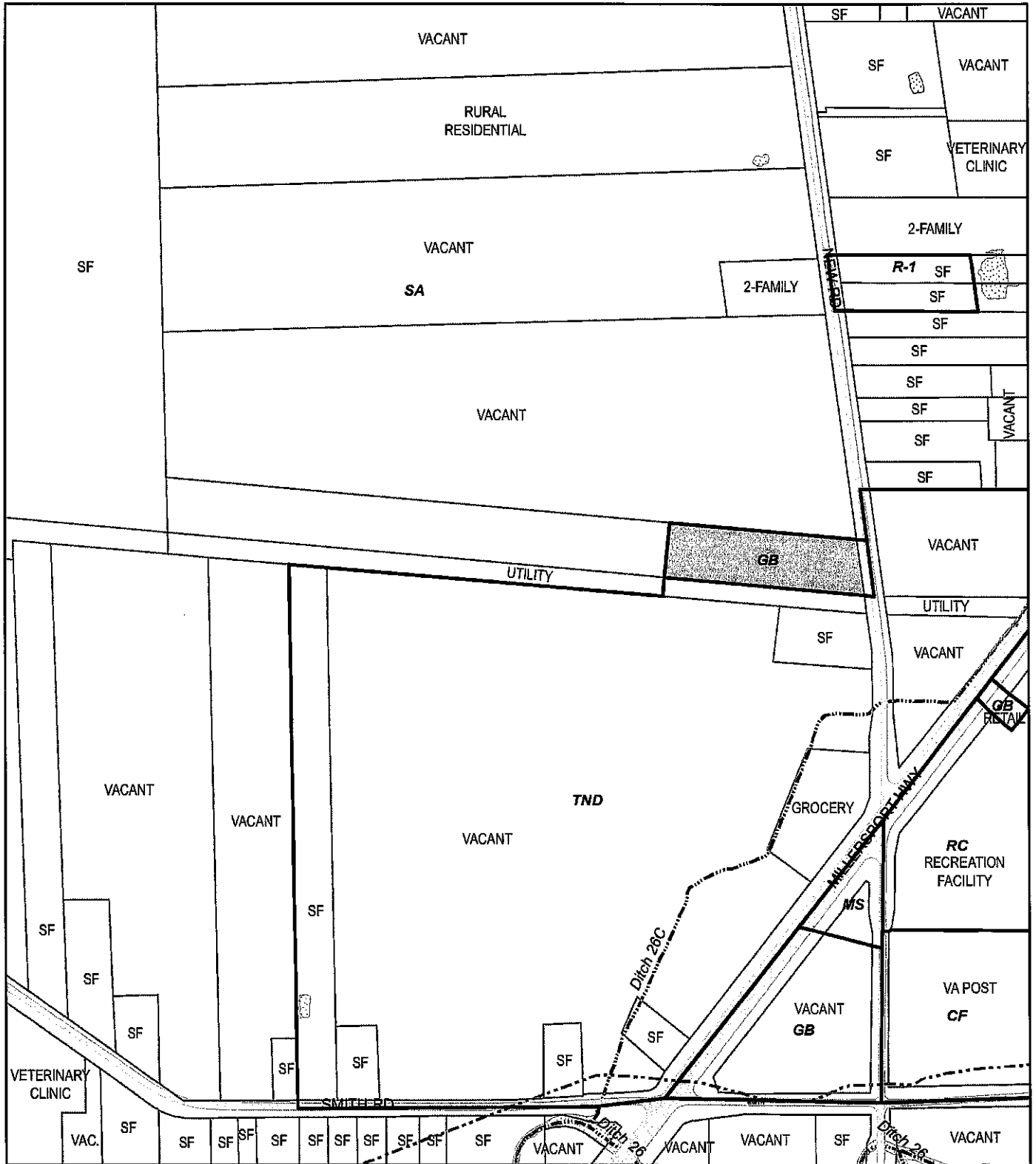
10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:

N/A average flow N/A peak flow.

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

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

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Z-2022-12

Request to Rezone 3.4+/- Acres of Land from GB to SA
Property Located at 800 New Road (portion)

Sol Source Power, Inc., Petitioner

January 26, 2023

800 New Road

Floodway Boundary



Prepared by the Town of Amherst Planning Department



Z-2022-12
800 New Road
Received: 12/21/22



Z-2022-12

Request to Rezone 3.4+/- Acres of Land from GB to SA
Property Located at 800 New Road (portion)

Sol Source Power, Inc., Petitioner

January 26, 2023



800 New Road



Floodway Boundary



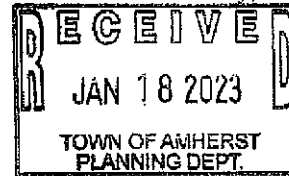
Prepared by the Town of Amherst Planning Department



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

November 16, 2022

MEMORANDUM

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

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

SUBJECT: REQUEST TO REZONE 3.4± ACRES OF LAND FROM GB TO SA, Z-2022-12; PROPERTY LOCATED AT 800 NEW ROAD (PORTION). SOL SOURCE POWER, INC., PETITIONER.

REVIEW:

Do you agree with all statements made? REQUEST IS SUPPORTED BY REVIEWER.

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: Dan Ulatowski Date: 1/18/2023

DU/SM/ac

X:\Current_Planning\Files\Rezoning\2022\Z-2022-12_(800_New_Rd)_2022\Z-2022-12_Transmittal_111622.doc

cc: Scott Marshall, Principal Planner

Sol Source Power, Inc., Steve Long, 1 Washington Pl., Troy, NY 12180

Erdman Anthony Consulting Engineers, Marc Kenward, 145 Colver Rd., Suite 200, Rochester, NY 14620

Amherst

Town of Amherst Planning Department

RECEIVED

Erie County, New York

Brian J. Kulpa
SupervisorDaniel C. Howard, AICP
Planning DirectorDaniel J. Ulatowski, AICP
Assistant Planning Director

DEC 21 2022

TOWN OF AMHERST
BUILDING DEPT

December 21, 2022

MEMORANDUM

TO: Tim Kreller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent

FROM: Scott Marshall, Principal Planner *[Signature]*

SUBJECT: REQUEST TO REZONE 3.4± ACRES OF LAND FROM GB TO SA, Z-2022-12; PROPERTY LOCATED AT 800 NEW ROAD. SOL SOURCE POWER, INC., PETITIONER.

CONCEPT PLAN, WETLAND DELINEATION, NYSOPRHP LETTER & REVISED SEAF, SURVEY:
Received December 21, 2022

REVIEW:

Do you agree with all statements made? *No objections*

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: *Krista B. Hart* Date: *1/12/23*

DU/SM/bf

X:\Current_Planning\Files\Rezoning\2022\Z-2022-12 (800 New Rd) 2022\Z-2022-12_Rev_Plan_Transmittal_122122.doc

cc: Sol Source Power, Inc., Steve Long, 1 Washington Pl., Troy, NY 12180

Erdman Anthony Consulting Engineers, Marc Kenward, 145 Colver Rd., Suite 200, Rochester, NY 14620

Fadel, Bryan

From: Marshall, Scott
Sent: Tuesday, January 17, 2023 2:56 PM
To: Carrato, Amy; Fadel, Bryan
Cc: Voigt, Thomas J.
Subject: FW: Rezone request for 800 New Road in the Town of Amherst, NY

NYSDOT Review below

Scott A. Marshall, Principal Planner

Town of Amherst
 Planning Department
 5583 Main Street
 Williamsville, New York 14221
 Phone: (716) 631-7051 Fax: (716) 631-7153

From: Przepasniak, Justin (DOT) <Justin.Przepasniak@dot.ny.gov>
Sent: Tuesday, January 17, 2023 2:55 PM
To: Marshall, Scott <SMarshall@amherst.ny.us>
Cc: Gordon, Casey (DOT) <Casey.Gordon@dot.ny.gov>
Subject: RE: Rezone request for 800 New Road in the Town of Amherst, NY

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.

Thanks Scott for the update, NYSDOT has no objection to the requesting zoning variance. Based upon the information provided, the proposed project does not appear to have a significant impact to traffic on the State Highway System and no need for a State Highway work permit.

From: Marshall, Scott <SMarshall@amherst.ny.us>
Sent: Tuesday, January 17, 2023 2:44 PM
To: Przepasniak, Justin (DOT) <Justin.Przepasniak@dot.ny.gov>
Cc: Gordon, Casey (DOT) <Casey.Gordon@dot.ny.gov>
Subject: RE: Rezone request for 800 New Road in the Town of Amherst, NY

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Justin,
 The only thing we have would be a concept plan.
 Which is attached or can be accessed via the town website (the link we are now providing your office) at
https://www.amherst.ny.us/content/development_projects_pending.php when we get it up there.

Scott A. Marshall, Principal Planner

Town of Amherst
 Planning Department
 5583 Main Street
 Williamsville, New York 14221
 Phone: (716) 631-7051 Fax: (716) 631-7153

From: Przepasniak, Justin (DOT) <Justin.Przepasniak@dot.ny.gov>
Sent: Tuesday, January 17, 2023 2:31 PM
To: Marshall, Scott <SMarshall@amherst.ny.us>
Cc: Gordon, Casey (DOT) <Casey.Gordon@dot.ny.gov>
Subject: Rezone request for 800 New Road in the Town of Amherst, NY

CAUTION: This email originated from outside of the organization.

Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Scott,

Can you provide a update of the proposed rezoning request from November 2022 for development at 800 New Road by SOL Source Power, INC.?

Has the developer offered Site Plans for the new development?

Sincerely,

Justin Przepasniak
 Planning and Program Management

New York State Department of Transportation, Region 5
 100 Seneca Street
 Buffalo, NY 14203
 Office (716) 847-3967 | Cell (716) 574-0759 justin.przepasniak@dot.ny.gov
www.dot.ny.gov



**Department of
 Transportation**



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

January 11, 2023

Steve Long
Sol Source Power, Inc.
1 Washington Place
Troy, New York 12180

SUBJECT: Rezoning Application Review **Z-2022-12**
Request: Rezone 3.4± Acres of Land from GB to SA,
Property located at: **800 New Road**
Application received: December 21, 2022
Representative: Erdman Anthony Consulting Engineers

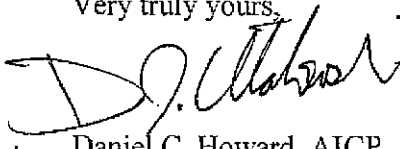
Dear Mr. Long,

Please consider the following comments:

1. Any SEQR-related issues raised during the review process for this rezoning must be addressed prior to action by the Town Board.

This is a review only and does not constitute approval of the Rezoning Request. Should you have questions regarding this correspondence, please contact Tom Voigt, Assistant Planner at tvoigt@amherst.ny.us or Scott A. Marshall, Principal Planner at smarshall@amherst.ny.us.

Very truly yours,


for Daniel C. Howard, AICP
Planning Director

DH/SM/ac

X:\Current_Planning\Files\Rezoning\2022\Z-2022-12_(800_New_Rd)_2022\Z-2022-12_Pln_Dpt_Rvw_01112023.doccc:

cc: Erdman Anthony Consulting Engineers, Marc Kenward, 145 Colver Rd., Suite 200, Rochester, NY 14620



Amherst

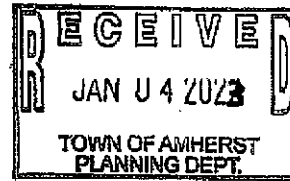
Town of Amherst Planning Department

Erie County, New York

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director



December 21, 2022

MEMORANDUM

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Shiwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 3.4± ACRES OF LAND FROM GB TO SA, Z-2022-12; PROPERTY LOCATED AT 800 NEW ROAD. SOL SOURCE POWER, INC., PETITIONER.

CONCEPT PLAN, WETLAND DELINEATION, NYSOPRHP LETTER & REVISED SEAF, SURVEY:

Received December 21, 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: C. Schregel Date: 1/2/23

DU/SM/bf

X:\Current_Planning\Files\Rezoning\2022\Z-2022-12_(800_New_Rd)_2022\Z-2022-12_Rev_Plan_Transmittal_122122.doc

cc: Sol Source Power, Inc., Steve Long, 1 Washington Pl., Troy, NY 12180

Erdman Anthony Consulting Engineers, Marc Kenward, 145 Colver Rd., Suite 200, Rochester, NY 14620

Attachment: Z-2022-12 & Z-1984-26 A TB Letter Packet 030623 (RES-2023-222 : 800 New Road Rezoning & Relief of Restrictions)



Amherst

Town of Amherst Planning Department

Erie County, New York

Brian J. Kulpa
Supervisor

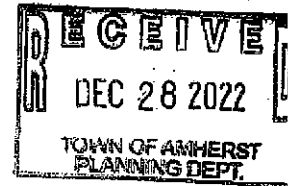
Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

MEMORANDUM

December 21, 2022

TO: Tim Keller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Shiwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent



FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 3.4± ACRES OF LAND FROM GB TO SA, Z-2022-12; PROPERTY LOCATED AT 800 NEW ROAD. SOL SOURCE POWER, INC., PETITIONER.

CONCEPT PLAN, WETLAND DELINEATION, NYSOPRHP LETTER & REVISED SEAF, SURVEY:

Received December 21, 2022

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: [Signature] Date: 12/22/22

DU/SM/bf

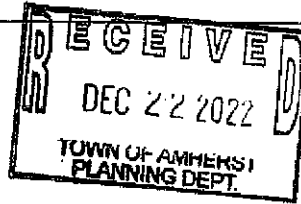
X:\Current Planning\Files\Rezoning\2022\Z-2022-12 (800 New Rd)_2022\Z-2022-12_Rev_Plan_Transmittal_122122.doc

cc: Sol Source Power, Inc., Steve Long, 1 Washington Pl., Troy, NY 12180
Erdman Anthony Consulting Engineers, Marc Kenward, 145 Colver Rd., Suite 200, Rochester, NY 14620

Attachment: Z-2022-12 & Z-1984-26 A TB Letter Packet 030623 (RES-2023-222 : 800 New Road Rezoning & Relief of Restrictions)

Amherst

Town of Amherst Planning Department



Erie County, New York



Brian J. Kulpa
Supervisor

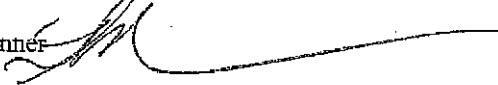
Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

MEMORANDUM

December 21, 2022

TO: Tim Keller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent

FROM: Scott Marshall, Principal Planner 

SUBJECT: REQUEST TO REZONE 3.4+ ACRES OF LAND FROM GB TO SA, Z-2022-12; PROPERTY LOCATED AT 800 NEW ROAD. SOL SOURCE POWER, INC., PETITIONER.

CONCEPT PLAN, WETLAND DELINEATION, NYSOPRHP LETTER & REVISED SEAF, SURVEY;
Received December 21, 2022

REVIEW:

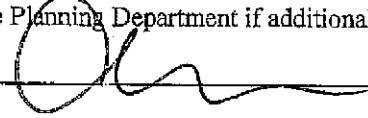
Do you agree with all statements made? Agree with all statements made

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: 12/22/22

DU/SM/bf

X:\Current_Planning\Files\Rezoning\2022\Z-2022-12 (800 New Rd) 2022\Z-2022-12_Rev_Plan_Transmittal_122122.doc

cc: Sol Source Power, Inc., Steve Long, 1 Washington Pl., Troy, NY 12180

Erdman Anthony Consulting Engineers, Marc Kenward, 145 Colver Rd., Suite 200, Rochester, NY 14620

Attachment: Z-2022-12 & Z-1984-26 A TB Letter Packet 030623 (RES-2023-222 : 800 New Road Rezoning & Relief of Restrictions)



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 22, 2022

SUBJECT: Request to Rezone 3.4±Acres of Land from **GB** to **SA,Z-2022-12**
Property Location: **800 New Road (Portion)**
Petitioner: **Sol Source Power, Inc**

Assessor agrees with all statements made

cc: Sol Source Power, Inc., Steve Long, 1 Washington Pl., Troy, NY 12180
Erdman Anthony Consulting Engineers, Marc Kenward, 145 Colver Rd., Suite 200, Rochester, NY 14620

Attachment: Z-2022-12 & Z-1984-26 A TB Letter Packet 030623 (RES-2023-222 : 800 New Road Rezoning & Relief of Restrictions)



Amherst

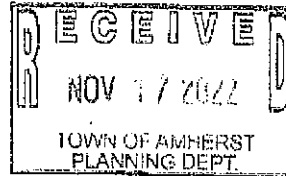
Town of Amherst Planning Department

Erie County, New York

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director



November 16, 2022

MEMORANDUM

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

RECEIVED

NOV 17 2022

TOWN OF AMHERST
BUILDING DEPT

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

SUBJECT: REQUEST TO REZONE 3.4± ACRES OF LAND FROM GB TO SA, Z-2022-12; PROPERTY LOCATED AT 800 NEW ROAD (PORTION). SOL SOURCE POWER, INC., PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interest

Wet lands & floodplain on property

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: 11/17/2022

DU/SM/ac

X:\Current_Planning\Files\Rezoning\2022\Z-2022-12_(800_New_Rd)_2022\Z-2022-12_Transmittal_111622.doc

cc: Scott Marshall, Principal Planner

Sol Source Power, Inc., Steve Long, 1 Washington Pl., Troy, NY 12180

Erdman Anthony Consulting Engineers, Marc Kenward, 145 Colver Rd., Suite 200, Rochester, NY 14620

Carrato, Amy

From: James Cornwell <jcornwell@cornwellagency.com>
Sent: Wednesday, January 25, 2023 1:44 PM
To: Carrato, Amy
Cc: James Cornwell
Subject: January 26, 2023 planning board meeting question

CAUTION: This email originated from outside of the organization.

Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon.

The board is meeting to discuss both a rezoning item and the removal of a restriction for the same piece of property.

Can the request be tabled to give the petitioner and or the land lord an opportunity to discuss their plans with the neighborhood, or is it merely a "yes" or "no" meeting ?

Does someone have to register to speak, or merely attend the meeting ?

Thank you.

Jim Cornwell

Attachment: Z-2022-12 & Z-1984-26 A TB Letter Packet 030623 (RES-2023-222 : 800 New Road Rezoning & Relief of Restrictions)

Carrato, Amy

From: Ashley a <ashleyarich@gmail.com>
Sent: Wednesday, January 25, 2023 7:36 PM
To: Carrato, Amy
Subject: re: 800 New Road rezoning

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.

RE: Request to rezone 3.4acres +/- of land from GB to SA, Z-2022-12 Property located at 800 New Road (Portion) Sol Source Power, Inc., Petitioner and Request to remove a declaration of restrictions imposed as part of a rezoning decision limiting use to nursery and landscaping business, z-1984-26A

To Whom It May Concern,

I am opposed to the rezoning of the land listed above.

My concerns are as follows:

1.) This solar farm is solely for the purpose of a development that is planned to go in. There is no need for a farm when the solar panels can just go on top of the rooves of those homes; having a solar farm is not attractive which can cause the local area to decrease in value.

2.) Solar farm near a gas pipe line:

Although rare, solar farm fires do occur. Solar farms can and do increase the risk of fire, with the gas pipeline being right there it does increase the risk of a catastrophic explosion in the area. Even if surrounded by water, these can catch fire and have devastating effects.

3.) Local habitat & wildlife disruption.

* The acreage that is in question does have wetlands on it.

-Solar farms increase the surrounding temperature which can dry out areas that are normally wet during certain periods. (an increase of temperature upwards of 35 degrees Fahrenheit in comparison to ambient temperatures)

- Solar farms have shown to have a negative impact on bird populations which are important to maintaining the insect population in the wetlands.

* Migratory birds can be negatively impacted by the reflective light of the solar panels.

-In order to properly install solar farms, typically the land is leveled out to be even; destroying the grass and habitat that wildlife lives in. This also negatively impacts wildlife by altering rainfall drainage, or by direct contact with the solar panel/ caused by reflective light which can lead to injury or death of the wildlife.

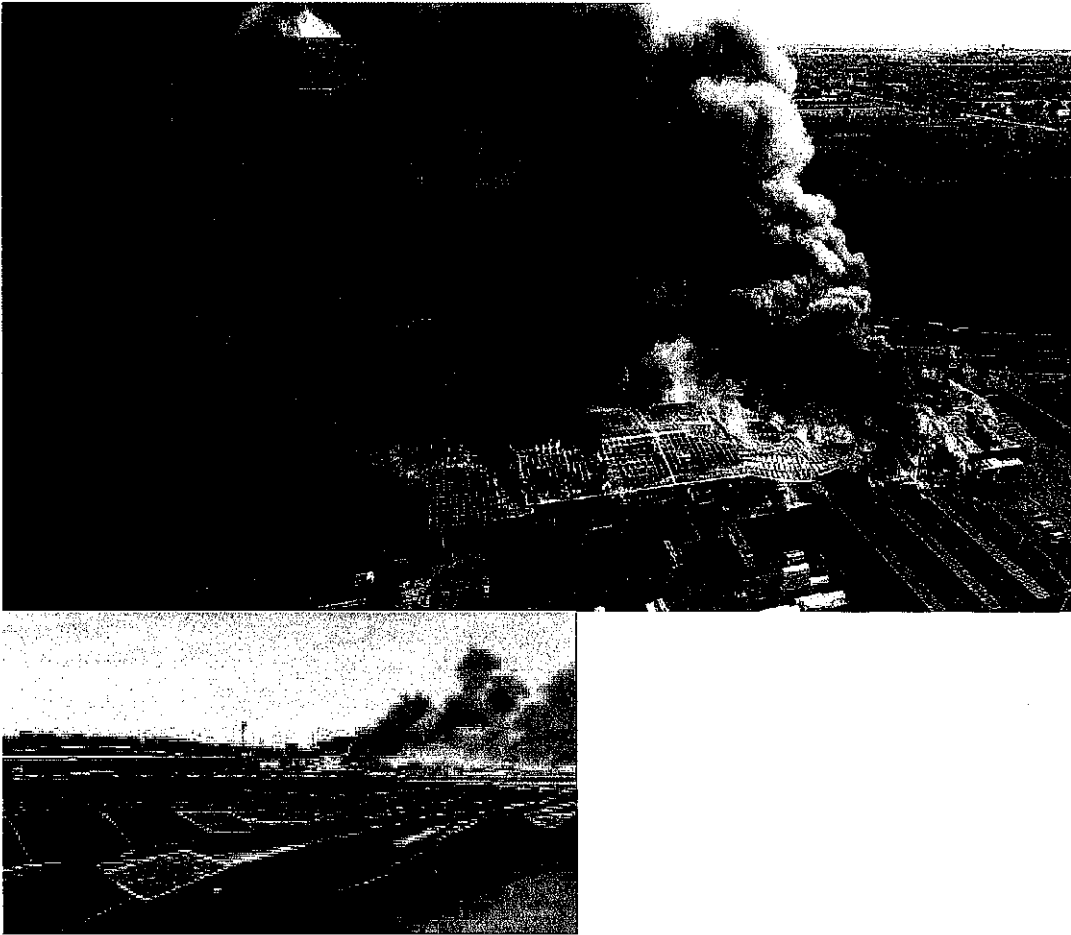
* If this land needs to be leveled, it will likely also be built up higher causing more flooding towards the direction of the preexisting homes, which most of the homes are already in flood plains or have standing water a majority of the year already. This can alter drainage channels, increase runoff and erosion.

* Use of or spills of chemicals that are used at solar facilities such as herbicides, dust suppressants, dielectric fluids, could contaminate the surface and the ground water, this would be harmful to all the wildlife in the area, especially the wetlands.

* The construction and operation of solar facilities generates particulate matter which can be a significant pollutant.

4.) Loss of local green space that should be protected and conserved due to the wetlands to prevent local flooding and protect what is native to Amherst wildlife.

Supporting Evidence:



Thank you for your time and consideration of the local point of view,

Ashley Rich

Smith Rd Amherst Resident

Sources:

Avian Solar Work Group, <http://www.aviansolar.org/>.

Bellini, Emiliano. "Major Fire at Solar-Powered Warehouse in the Netherlands Raises Concerns among Nearby Residents." *Pv Magazine International*, 26 May 2021, <https://www.pv-magazine.com/2021/05/26/major-fire-at-solar-powered-warehouse-in-the-netherlands-raises-concerns-among-nearby-residents/>.

"Floating Solar Power Farm Catches Fire in Japan." *ABC News*, ABC News Network, 10 Sept. 2019, <https://abcnews.go.com/International/video/floating-solar-power-farm-catches-fire-japan-65518363>.

Givens, Rebekah. "THE ENVIRONMENTAL REVIEW OF SOLAR FARMS IN THE SOUTHEAST U.S.: Maximizing Benefits & Minimizing Impacts to Drive Smart, Sustainable Development of Solar Power ." *SouthernEnvironment.Org*, Southern Environmental Law Center's Solar Initiative, Mar. 2017, http://agecon.ca.uky.edu/files/considerations_for_future_utility_scale_solar_farm_developments_aec_staff_paper_498_davis_sept2020.pdf.

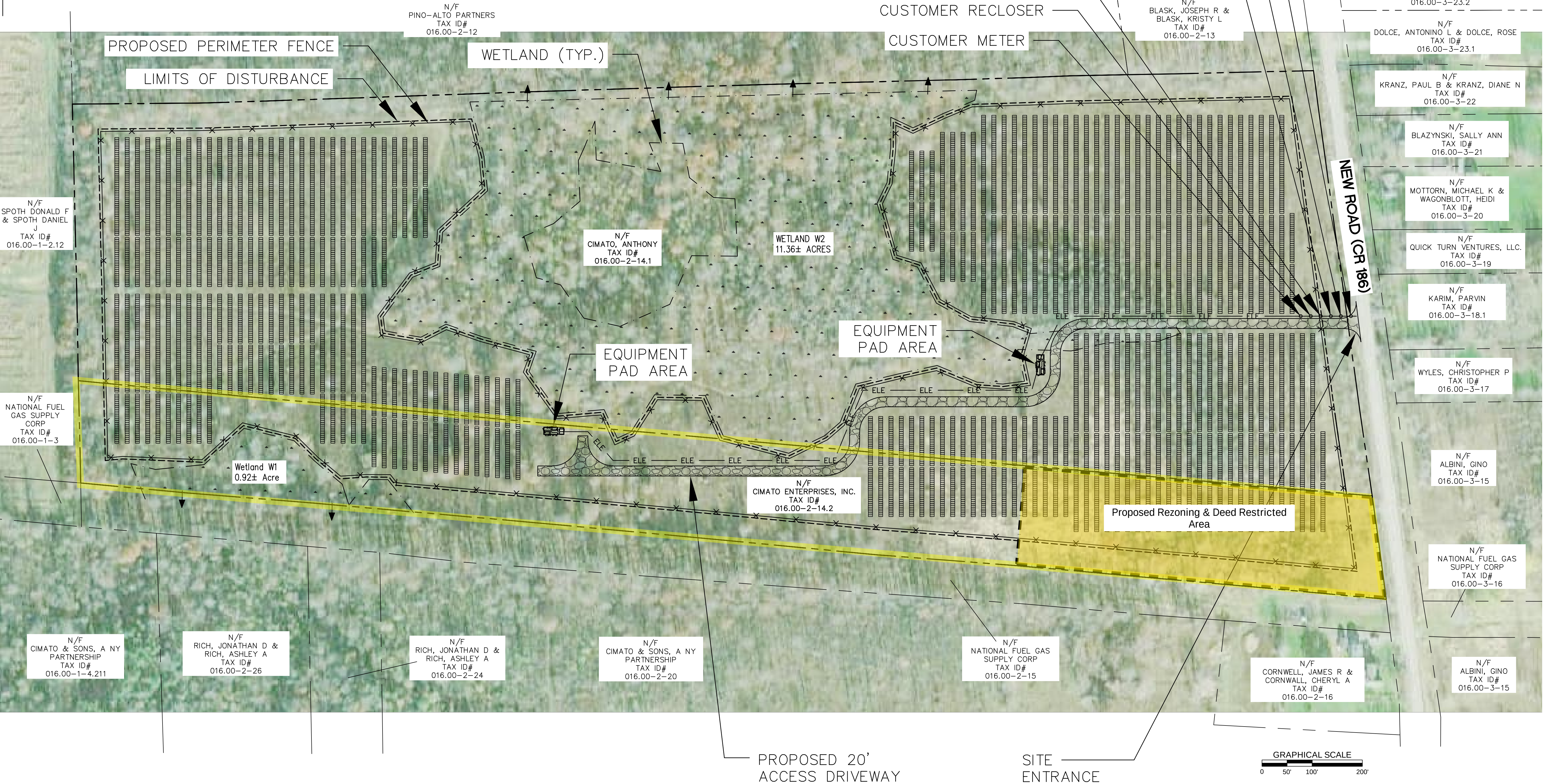
"Impact of Solar Energy on Wildlife Is an Emerging Environmental Issue." *Black & Veatch*, 2022, <https://bv.com/perspectives/impact-solar-energy-wildlife-emerging-environmental-issue>.

"Solar Energy Development Environmental Considerations." *Solar Energy Development Programmatic EIS Information Center*, <https://solareis.anl.gov/guide/environment/>.

SYSTEM DESIGN SUMMARY	
TOTAL SYSTEM STC DC RATING (MW)	7.03
SYSTEM AC RATING @ POI (MWAC)	5.00
DC/AC RATIO @ POI	1.405
MODULE MODEL	JA - 585
MODULE STC DC RATING (W)	585
MODULE QUANTITY	12,012
MODULES PER STRING	26
STRING QUANTITY	462
INVERTER MODEL	Chint 125kW
INVERTER RATING @35°C (kVA)	125
INVERTER QUANTITY	40
SYSTEM DISTRIBUTION VOLTAGE (KV)	34.5
LOD ACREAGE	31.45
FENCED ACREAGE	30.48

ZONING SUMMARY			
ASSESSORS PARCEL: 16.00-2-14.1 & 16.00-2-14.2		ZONED: SUBURBAN AGRICULTURAL & GENERAL BUSINESS (SEE NOTES BELOW)	
SETBACKS:	REQUIRED:	PROVIDED:	NOTES:
FRONT	50'	55'	TO THE FENCELINE
SIDE	50'	50'	TO THE FENCELINE
REAR	50'	55'	TO THE FENCELINE
TO STRUCTURE ON PROPERTY	NA	NA	
TO DWELLING ON ADJACENT PROPERTY	NA	NA	
TO STRUCTURE ON ADJACENT PROPERTY	NA	NA	
MAX. HEIGHT (AT MAX VERTICAL TILT)	20'	16'	TOP OF PANEL (MODULE)
MINIMUM LOT SIZE:	1 AC	47.65 AC	
MAXIMUM SYSTEM AREA: (75% MAX)	< 35.73 AC	30.48 AC	

ZONING DISTRICT NOTES
1. PARCEL 016.00-2-14.1: THIS PARCEL IS ENTIRELY WITHIN THE SUBURBAN AGRICULTURAL ZONING DISTRICT
2. PARCEL 016.00-2-14.2: THE EASTERN PORTION OF THIS PARCEL IS WITHIN THE GENERAL BUSINESS ZONING DISTRICT AS INDICATED IN THE BELOW PLAN. APPLICANT WILL SEEK TO RETURN THIS PORTION OF THE PARCEL TO THE SUBURBAN AGRICULTURE DISTRICT, CONSISTENT WITH THE REMAINDER OF THIS PARCEL AND THE ADJACENT PARCEL 016.00-2-14.1.



THIS DOCUMENT IS PROVIDED TO FACILITATE THE SALE OF THE RENEWABLE ENERGY PROJECT REPRESENTED HEREIN. REPRODUCTION, RELEASE OR UTILIZATION FOR ANY OTHER PURPOSE, WITHOUT PRIOR WRITTEN CONSENT FROM SOL SOURCE POWER IS STRICTLY PROHIBITED.

PRELIMINARY:
NOT FOR
CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER ANY DOCUMENT WHICH BEARS THE SEAL OF A PROFESSIONAL ENGINEER, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER.

CHECKED	MDK	DESCRIPTION	PRELIMINARY	DATE	REV
				11/02/22	A

PROJECT NAME AND LOCATION:
**NEW ROAD SOLAR FACILITY
ERIE COUNTY, NY**

DATE:
11/02/22

REV:
A

DRAWN BY:
SMR / KR

SCALE:
1"=100'

ORIGINAL SHEET SIZE:
ANSI D 22" X 34"

SHEET TITLE:
CONCEPTUAL
SITE LAYOUT

SHEET NO:
C-101



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Finance

Initiated by: **Lynda Juul**
 Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27236

RESOLUTION 2023-223

ADOPTED

Approve Additional Travel Expenses for Association of Towns / Boulevard Mall Design Workshop

Please approve additional travel expenditures in the amount of \$378.00 per person to cover hotel and per diem for the following elected officials and employees who had to extend their stay in New York City by one day due to flight cancellations caused by the ice storm in Buffalo on February 22, 2023:

Brian Kulpa, Supervisor
 Michael Szukala, Councilmember
 Lynda Juul, Finance
 Angela Rossi, Economic Development
 Emily Melski, Economic Development
 Daniel Howard, Planning
 Laurie Stillwell, Planning
 Kimberly Amplement, Planning

3/6/2023

Consent

FINANCIAL IMPACT:

Various Accounts - Up to \$3,024

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: 03/06/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27215

RESOLUTION 2023-224

ROLL CALL VOTE (ADOPTED)

Town Road Pavement Improvements (Bond Resolution - \$2M)

AGENDA ITEM : MARCH 6th, 2023

TO: Town Board

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

DATE: March 1, 2023

RE: Town Road Pavement Improvements
 2023-2028 C.I.P. - Project No. H-2
 Bond Resolution - \$2M

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

- (1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and
- (2) Adopt the attached bond resolution authorizing the issuance of \$2,000,000.00 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 - March 6, 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)
 Asher S. Pontikos, GIS Analyst (w/attachments)

3/6/2023

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 - \$2M

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



Town of Amherst Planning Department

Erie County, New York



13.A.1.a

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

Transmitted electronically

MEMORANDUM

January 30, 2023

TO: Asher S. Pontikos, GIS Analyst
Engineering Department

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

RE: SEQR Determination
Town Road Pavement Improvements
2023-2028 C.I.P. Project H-2

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)\Town Road Pavement Improvements_01_30_2023.docx

cc:

Martin A. Polowy, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: SEQR-02282023145702 (RES-2023-224 : Town Road Pavement Improvements (Bond Resolution - \$2M))

EXTRACT OF MINUTES
Meeting of the Town Board of the
Town of Amherst, in the
County of Erie, New York
March 6, 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 March 6, 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-2023-224 : Town Road Pavement Improvements (Bond Resolution - \$2M))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MARCH 6, 2023, AUTHORIZING TOWN-WIDE ROAD IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS \$2,000,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$2,000,000 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 Town-wide road improvements as described in the map, plan and report dated February 2023, prepared by the Town Engineering Department (2023-2028 Capital Improvement Program Project H-2). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$2,000,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of \$2,000,000 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 \$2,000,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the “Law”), to finance said objects or purposes as set forth in section 1 hereof.

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

(a) The period of probable usefulness applicable to the class of objects or purposes for which said \$2,000,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 20(c) of the Law, is fifteen (15) years.

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

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

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

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

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

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within fifteen (15) days after the adoption of this resolution, to cause to be published, in full, in “The Amherst Bee,” a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on March 6, 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 MARCH 6, 2023, AUTHORIZING TOWN-WIDE ROAD IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS \$2,000,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$2,000,000 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 Town-wide road improvements as described in the map, plan and report dated February 2023, prepared by the Town Engineering Department (2023-2028 Capital Improvement Program Project H-2); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is \$2,000,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of \$2,000,000 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 \$2,000,000 pursuant to the Local Finance Law of the State of New York (the “Law”) to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

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

DATED: March 6, 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.

* * *

The adoption of the foregoing resolution was seconded by _____ and
duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on March 6, 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 March, 2023.

(SEAL)

Town Clerk

Attachment: CertBondReso (RES-2023-224 : Town Road Pavement Improvements (Bond Resolution - \$2M))

AFFIDAVIT OF POSTING

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

FRANCINA J. SPOTH, being duly sworn, deposes and says:

That she is and at all times hereinafter mentioned she was the duly elected, qualified and acting Town Clerk of the Town of Amherst, State of New York;

That on _____, 2023, she has caused to be conspicuously posted and fastened up a Notice setting forth an abstract of the bond resolution duly adopted by the Town Board on March 6, 2023, a copy of which is annexed hereto and made a part hereof, on the sign board of the Town maintained pursuant to the Town Law.

 Town Clerk

Subscribed and sworn to before me
 this _____ day of March, 2023.

 Notary Public, State of New York



Town of Amherst Highway Department

Town Road Pavement Improvements

2023-2028 C.I.P. Project H-2

Town of Amherst Project # 2023.010

Map, Plan & Report
February 2023

CONTENTS:

- Approved 2023 – 2028 CIP Project H-2
- Introductions / Existing Conditions
- Proposed Scope of Improvements
- Proposed Improvement Locations
- Financial / Taxation Summary
- SEQR Determination – Type II Action

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

TOWN OF AMHERST

HIGHWAY DEPARTMENT

Town Road Pavement Improvements

Approved 2023 – 2028 Capital Improvement Program (11-7-22)

Highway Department		Recommended Schedule (X \$1,000)						Total Cost
Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	
H-1	Highway Vehicles & Equipment: Replacement of various vehicles and equipment.	1,000 LD	750 LD	750 LD	750 LD	750 LD	750 LD	\$4,650,000
H-2	Paving: Repave various Town roads.	2,000 LD	2,000 LD	2,250 LD	2,250 LD	2,250 LD	2,250 LD	\$13,250,000
H-3	Town-wide Road Striping: Striping of various Town roads.	100 LD	101.9 LD	101.9 LD	101.9 LD	101.9 LD	101.9 LD	\$609,500
H-4	Town-wide Curbing Repair: Replacement of Town curbs as needed based on complaints received.	50 LD	100 LD	100 LD	100 LD	100 LD	201.3 LD	\$651,300
H-5	Town-wide Guide Rail Replacement: Replace guide rails that are in disrepair.		50 LD	50 LD	50 LD	50 LD	50 LD	\$250,000
H-6	Town-wide Repair of Park Structures: Repair structures on Town Park and Trail properties including restrooms, shelters, boat docks, benches, tables and seating.	200 LA	200 LA	200 LA	200 LA	200 LA	200 LA	\$1,200,000
H-7	Town-wide Tree Planting & Restoration: Planting trees and shrubs in Town parks or rights-of-ways from missed spring plantings.	200 LA	100 LA	100 LA	100 LA	100 LA	100 LA	\$700,000
H-8	Various Signal Upgrades: Install/upgrade signals at intersections as warranted and upgrade signal controllers to meet the latest NYSDOT specifications.	100 LA	115 LA	115 LA	115 LA	115 LA	115 LA	\$675,000
H-9	Reconstruction of the Town Bike Path: Reconstruction of various portions of the Ellicott Creek Bike Path & the Tonawanda Creek Path.	200 LA	200 LA	200 LA	200 LA	200 LA	200 LA	\$1,200,000
H-10	Reconstruction of Meadowbrook & Blossom Heath: Reconstruction of the drainage, curbing and roadway of Meadowbrook Rd & Blossom Heath Rd.	250 LA						\$250,000

INTRODUCTION / EXISTING CONDITIONS:

Within its boundaries, the Town of Amherst owns approximately 376 linear miles of asphalt roadways. The Town Highway Department is responsible for the continuous maintenance of all Town-owned roads. Due to budget restraints, town roads are maintained on an as-needed basis. Road maintenance can vary from preventative measures such as patching and crack-filling to reparative measures such as milling and repavement to full-depth reconstruction.

PROPOSED SCOPE OF IMPROVEMENTS:

In order to address the ongoing deterioration of existing town-owned roads, numerous pavement improvements are planned for the 2023 construction season. The planned improvements outlined within the following list of Proposed Improvement Locations will address the current highest priority (worst condition) roadways. All of the planned improvements will include a full-width milling and repavement of as many of the listed town-owned streets and/or roadways as funding permits, however roads may also be added or deleted, as priorities may change prior to or during construction. Roadway striping, curbing and ADA ramp improvements will also be completed within the project limit areas as required. All of the planned improvements of these improved roadways will have a minimum useful life of 15 years.

Attachment: MPR H-2 Paving (RES-2023-224 : Town Road Pavement Improvements (Bond Resolution - \$2M))

The improvements outlined herein will begin during the 2023 construction season and be completed in 2024. The above project will be bonded against the Town of Amherst Highway District Fund at a *total project cost* of \$2,000,000.00, financed entirely with serial bonds. The above improvements are characterized as a replacement-in-kind project.

PROPOSED IMPROVEMENT LOCATIONS:

STREET/ROAD	FROM	TO
APPLEFIELD DR.	HEIM RD.	TAVERLY DR.
APPLEWOOD LN	HOPKINS RD	DEAD END
ARGYLE AVE	EGGERT RD.	LENNOX AVE
ASTER PL	BRITTANIA DR	KLEIN RD
AUGUSTA AVE.	SHERIDAN DR.	EGGERT RD.
BARON CT	N. FOREST RD	END OF COURT
BRANDON CT	CLEARWATER DR	END OF COURT
BRANT RD.	PRINCETON BLVD.	BAILEY AVE.
BUTTONWOOD CT	BOTTONWOOD LN	END OF COURT
BUTTONWOOD LN	WOOD ACRES DR	YOUNGS RD
CASCADE DR	PHEASANT RUN RD	SUNDRIDGE DR
CHASEWOOD LN	PARADISE RD	DEAD END
CHATEAU TERR.	MAIN ST.	DEAD END
CHATEAU TERR. EAST	CHAT. TERR. NORTH	CHAT. TERR. SOUTH
CHATEAU TERR. NORTH	CHATEAU TERR.	CHAT. TERR. EAST
CHATEAU TERR. SOUTH	CHAT. TERR.	DEAD END
CHESTNUT HILL LN	KINGSWAYE DR	KLEIN RD
CLEARWATER DR	CAMPBELL BLVD	LANDINGS DR
DARWIN DR.	WEHRLE DR.	KENSINGTON AVE.
DEER RUN	CROWN POINT LN	ROXBURY PARK
DEER RUN CT	ROXBURY CT	END OF CT
DRADEN LN	NFB	PEPPERTREE DR
EVENINGWOOD LN	GLEN OAK DR	END OF COURT
FENNEC LN	FOXHUNT LN	FOXHUNT LN
FOXHUNT LN	PARADISE RD	CHASEWOOD LN
GARDEN PKWY.	N. LINDEN DR.	COVENTRY RD.
GRACE AVE.	MARION RD.	MARGARET RD.
GREENBRIER RD	GETZVILLE RD	COLONY CT
HENEL AVE	WALMART DEAD END	BJS DEAD END
HERSHEY CT	YOUNGS RD	BELVOIR RD
HUNTINGTON CT	HETZEL RD	END OF COURT
JEANMOOR CT	JEANMOOR DR	END OF CT
JEANMOOR RD	WILLOWRIDGE DR	KAYMAR DR
JENAWOOD LN	COUNTRY PKWY	DEAD END
KINGSWAYE DR	KLEIN RD	DEAD END

LEBRUN RD.	EGGERT RD.	CITY LINE
LENNOX AVE	EGGERT RD.	ARGYLE AVE
LYNDHURST RD	OAKWOOD DR	DEAD END 2
MARINE DR	SUNSHINE DR	SUNSHINE DR
MAYNARD DR	MAIN ST.	GROVER CLEV. DR.
NAPLES LN	EAST ROBINSON RD	NAPLES CIR
OAKWOOD DR.	WEHRLE DR.	MAIN ST
PINELAKE CT	PINELAKE DR	END OF COURT
PINELAKE DR	CASEY RD	E. PINELAKE DR
PINELAKE DR EAST	CASEY RD	PINO VERDE LN
ROBINHILL DR	WEST KLEIN RD	BIRCHWOOD DR
SHADY GROVE DR	PARADISE RD	RED SUNSET LN
SHIRE NORTH	ASTER PL	TIFFANY PL
SHIRE SOUTH	ASTER PL	TIFFANY PL
SHERBROOKE AVE	MAPLE RD	HSE #80
SILVERTHORNE DR	DUTCHMILL DR	DEAD END
SPADINA DR	MARINE DR	DEAD END
THISTLE LEA	DELAMERE RD.	SOMERSBY CT.
TIFFANY PL	PARADISE RD	SHIRES N/S
WALTON DR	KENSINGTON AVE	WEHRLE DR
WESTFIELD RD.	MAIN ST.	LONGMEADOW RD.
WHITE CEDAR DR	SMITH RD	GLEN OAK DR
WOODSHIRE CT	WYETH DR	RADCLIFFE DR
COMPOST DRIVEWAY	SMITH RD	FENCE

Roads to be improved are subject to change as priorities may change

FINANCIAL SUMMARY:

Estimated Construction Costs	\$ 1,990,000
Legal / Administrative	10,000

Total Amount to be Bonded	\$ 2,000,000
----------------------------------	---------------------

TAXATION SUMMARY:

Total Bond Amount:	\$2,000,000.00
Bond Term:	15 Years
Annual Tax Impacts:	\$0.0176 per \$1,000 AV (Highway District)
Typical Property Taxation Impact:	\$4.39per \$250,000 property

ATTACHED SEQR DOCUMENTATION FROM AMHERST PLANNING BOARD:



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 Director

Transmitted electronically

MEMORANDUM

January 30, 2023

TO: Asher S. Pontikos, GIS Analyst
Engineering Department

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

RE: SEQR Determination
Town Road Pavement Improvements
2023-2028 C.I.P. Project H-2

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)\Town Road Pavement Improvements_01_30_2023.docx

CC: Martin A. Polowy, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR H-2 Paving (RES-2023-224 : Town Road Pavement Improvements (Bond Resolution - \$2M))



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27209

RESOLUTION 2023-225

ROLL CALL VOTE (ADOPTED)

Casey Road Pedestrian and Bicycle Safety Improvements - Phase 2 (Bond Resolution - \$400,000)

AGENDA ITEM : MARCH 6th, 2023

TO: Town Board

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

DATE: March 1, 2023

RE: Casey Road Pedestrian and Bicycle Safety Improvements - Ph. 2
 2023-2028 C.I.P. - Project No. E-25
 Bond Resolution - \$400,000

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 \$400,000.00 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 - March 6, 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*)
 Christopher P. Schregel, Project Manager (*w/attachments*)

3/6/2023

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 Deputy Supervisor Bucki and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - \$400,000

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



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Director

Transmitted electronically

MEMORANDUM

January 9, 2023

TO: Christopher Schregel, Project Manager
Engineering Department

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

RE: SEQR Determination
Casey Road Pedestrian and Bicycle Safety Improvements – Phase 2
2023-2028 C.I.P. Project E-25

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 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)\Casey Road Pedestrian and Bicycle Improvements\memo casey road pedestrian and bicycle phase 2.docx

cc:

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

Attachment: SEQR.NegDec (RES-2023-225 : Casey Road Safety Improvements - Phase 2 (Bond Resolution - \$400,000))



**DRAFT
SEQR**

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	Action:	Casey Road Pedestrian & Bicycle Safety Improvements – Phase 2
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:	Casey Road Pedestrian & Bicycle Safety Improvements – Phase 2
SEQR Status:	Unlisted action
Description of Action:	Extension of Pedestrian and Bicycle Improvements
Location:	Casey Road (Paradise Road to Transit Road), Amherst, Erie County
Petitioner:	Town of Amherst

Attachment: SEQR.NegDec (RES-2023-225 : Casey Road Safety Improvements - Phase 2 (Bond Resolution - \$400,000))

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. Improvements will occur in the Road Right of way and a portion of a developed park.
3. The action is consistent with the Town's Comprehensive Plan by providing community facilities and pedestrian improvements desired by the Town residents.
4. The site is within an area identified by the State as potentially containing significant cultural or archeological resources. The improvement will occur within the disturbed road right and areas of the Town's park which have been previously disturbed.
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 residential structures and public park.
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 facilities over its current level of use.
10. Significant negative traffic impacts are not expected to result from the proposed action.

Negative Declaration
Casey Rd. Pedestrian & Bicycle Improvements- Phase 2
Page 3

Daniel J. Ulatowski, AICP
Assistant Planning Director/ZEO

date

Brian J. Kulpa, Town Supervisor

date

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cc: Town Law Department

Attachment: SEQR.NegDec (RES-2023-225 : Casey Road Safety Improvements - Phase 2 (Bond Resolution - \$400,000))

EXTRACT OF MINUTES
 Meeting of the Town Board of the
 Town of Amherst, in the
 County of Erie, New York
 March 6, 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 March 6, 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-2023-225 : Casey Road Safety Improvements - Phase 2 (Bond Resolution - \$400,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MARCH 6, 2023, AUTHORIZING CONSTRUCTION OF IMPROVEMENTS TO CASEY ROAD, PHASE 2, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$2,040,400, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$400,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the “Town”), is hereby authorized to undertake the construction of improvements to Casey Road, Phase 2, as described in the map, plan and report dated March 2023 and prepared by the Town of Amherst Engineering Department (2023-2028 Capital Improvement Program, Project No. E-25). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$2,040,400 and said amount is hereby appropriated for such purpose. The plan of financing includes (i) the issuance of bonds in the principal amount of \$400,000 and any bond anticipation notes issued in anticipation of the sale of said bonds to finance a portion of said appropriation, (ii) the application of \$1,490,400 expected to be received from the United States of America and \$150,000 expected to be received from the County of Erie, and (iii) the levy and collection of taxes on all the taxable real property in the Town to pay the principal of and interest on said bonds and notes as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of \$400,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting

Chapter 33-a of the Consolidated Laws of the State of New York (herein called the “Law”), to finance said appropriation.

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

(a) The period of probable usefulness applicable to the specific object or purpose for which said bonds are authorized to be issued, within the limitations of Section Sections 11.00 a. 20(c) of the Law, is fifteen (15) years.

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

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made

annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

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

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

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to cause to be published, in full, in “The Amherst Bee,” a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on March 6, 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 MARCH 6, 2023, AUTHORIZING CONSTRUCTION OF IMPROVEMENTS TO CASEY ROAD, PHASE 2, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$2,040,400, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$400,000 TO FINANCE SAID APPROPRIATION”

an abstract of which bond resolution concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Town to undertake the construction of improvements to Casey Road, Phase 2, as described in the map, plan and report dated March 2023 and prepared by the Town of Amherst Engineering Department (2023-2028 Capital Improvement Program, Project No. E-25); STATING the estimated maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is \$2,040,400; APPROPRIATING said amount for such purpose; STATING the plan of financing includes (i) the issuance of bonds in the principal amount of \$400,000 and any bond anticipation notes issued in anticipation of the sale of said bonds to finance a portion of said appropriation, (ii) the application of \$1,490,400 expected to be received from the United States of America and \$150,000 expected to be received from the County of Erie, and (iii) the levy and collection of taxes on all the taxable real property in the Town to pay the principal of and interest on said bonds and notes as the same shall become due and payable;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of \$400,000 pursuant to the Local Finance Law of the State of New York (the “Law”) to finance a portion of said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

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

DATED: March 6, 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.

* * *

The adoption of the foregoing resolution was seconded by _____ and
duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on March 6, 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 March, 2023.

(SEAL)

Town Clerk

Attachment: CertBondReso (RES-2023-225 : Casey Road Safety Improvements - Phase 2 (Bond Resolution - \$400,000))

AFFIDAVIT OF POSTING

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

FRANCINA J. SPOTH, being duly sworn, deposes and says:

That she is and at all times hereinafter mentioned he was the duly elected, qualified and acting Town Clerk of the Town of Amherst, State of New York;

That on _____, 2023, she has caused to be conspicuously posted and fastened up a Notice setting forth an abstract of the bond resolution duly adopted by the Town Board on March 6, 2023, a copy of which is annexed hereto and made a part hereof, on the sign board of the Town maintained pursuant to the Town Law.

 Town Clerk

Subscribed and sworn to before me
 this _____ day of March, 2023.

 Notary Public, State of New York



Town of Amherst
Engineering Department
Casey Road Pedestrian and Bicycle Safety Improvements – Phase 2
 2023 – 2028 Capital Improvement Project E-25
 TOA Project # 2014.048A
 MAP, PLAN & REPORT

MARCH 2023

Contents:

- Background
- Location
- Roadway Description
- Project Description
- Project Goals
- Jurisdiction
- Anticipated Project Schedule
- Public Involvement
- Taxation Summary
- SEQR Negative Declaration
- Appendix A: Project Mapping
- Appendix B: Conceptual Plans

Prepared by:
 Town of Amherst Engineering Department
 1100 North Forest Rd., Williamsville, NY 14221
 (716) 631 – 7154 / (716) 631 – 7222

Town of Amherst

Engineering Department

Casey Road Pedestrian and Bicycle Safety Improvements, Phase 2

BACKGROUND:

Town residents in the vicinity of Casey Road in the Town of Amherst have long requested pedestrian and bicycle improvements on this well-travelled 2-lane roadway. Since 2009, the Town of Amherst has received over 100 requests for such improvements. In 2019, the Town of Amherst began to transform Casey Road by installing sidewalk and bicycle lanes on Casey Road between Casey Middle School and Paradise Road, approximately 1.1 miles. The remaining eastern section of Casey Road between Paradise Road and Transit Road remains unimproved as it relates to pedestrian and bicycle accommodations for the remaining 0.65 miles of County Roadway. In response, the Town of Amherst applied for, and successfully obtained 2021 Transportation Alternatives Program (TAP) funds through the State of New York to improve pedestrian and bicycle safety on the remaining portion of Casey Road east to Transit Road (Rt. 78). There is a need both regionally and locally to complete this project.

LOCATION:

The project is located on Casey Road between Paradise Road and Transit Road (Rt. 78) in the Town of Amherst, Erie County, NY. The project limits for Phase 2 are shown graphically in Appendix 'A'.

Route number:	CR 295
Route name:	Casey Road
Township:	Amherst
County:	Erie
Length:	0.65 centerline miles
From:	Paradise Road to Transit Road
Ownership:	Erie County
Federal Aid System:	Non-NHS
Functional Class:	Urban Major Collector
Existing AADT:	6,130 (Yr. 2020)
Trucks (%):	2%
Posted Speed Limit:	35 mph
85 th Percentile Speed:	42 mph

ROADWAY DESCRIPTION:

Casey Road is a two lane highway with shoulders generally varying in width from two feet to four feet that vary in condition. This portion of Casey has an average annual daily traffic of 6,130 (Yr. 2020) and lacks pedestrian and bicycle accommodations. In the past three years, 24 motor vehicle accidents and one pedestrian accident were reported.

Town of Amherst

Engineering Department

Casey Road Pedestrian and Bicycle Safety Improvements, Phase 2

PROJECT DESCRIPTION:

Casey Road Pedestrian and Bicycle Safety Improvement Phase 2 project continues a complete streets treatment along Casey Road by extending pedestrian and bicycle improvements along Casey Road east of Paradise Road to Transit Road. The improvements include 2,550 feet of new 4'-wide sidewalk on the south side of Casey Road. A rectangular rapid flashing beacon is proposed at Paradise Park. Additionally, the project includes the widening of the roadway for 3,500 linear feet in order to provide 5'-wide bike lanes on both sides of the roadway. The shoulders will be reconstructed and built in a manner to accommodate bicycle traffic including bicycle markings, signage, replacement of drainage structure grates to bicycle-compliant grates, colored pavement at intersections, and prohibiting on-street parking. Lastly, the project includes 2,400 feet of 10'-wide pathway within Paradise Park. This pathway will serve both pedestrians and bicyclists and may include a 10'-wide boardwalk through existing wetlands that have been identified along the northern portion of Paradise Park. The improvements as part of this project fit into the master plan for the park, and will be part of a larger internal park pathway network outside to be completed by other funding. Equally important, is that this project proposes to make use of a railroad right-of-way that the Town of Amherst already owns to establish a connection between Casey Road to the residential neighborhoods to the south of Paradise Park and beyond.

PROJECT GOALS:

The previous completion of the west segment of Casey Road using 2016 TAP funding has shown how a successful TAP project can transform an area. The result of Phase I demonstrated that adding pedestrian and bicycle accommodations can transform a vehicle-centric corridor into a vibrant walking and biking community. The primary transportation mode to and from the nearby schools was via motor vehicle prior to the construction of the sidewalks/bike lanes. Since the installation, there has been a noticeable increase in pedestrian/bicycle school related traffic alleviating vehicle congestion and reducing greenhouse gas emissions. Extending this same treatment east of Paradise is expected to create similar outcomes, and likely encourage additional foot and bike travel within the already completed portion of Casey Road. Not only will the mobility and ADA accessibility improve, but quality of life and access will be enhanced by connecting community destinations by foot and bike.

Another major goal of the Casey Road Bicycle and Pedestrian Improvement Ph. 2 project is to provide a transportation system that safely accommodates bicyclists in a coordinated and holistic manner as identified with the Greater-Buffalo Niagara Regional Transportation Council's (GBNRTC) 2020 regional bicycle master plan. The purpose of the Bike Buffalo Niagara (Plan), is to "guide the development of a comprehensive network of on-street and off-street pathways, bike lanes, greenway trails and other facilities that safely connects neighborhoods to key destinations." Within this plan, Casey Road is identified as a roadway targeted for a multi-modal transportation improvement in the region. As such, this project

Town of Amherst

Engineering Department

Casey Road Pedestrian and Bicycle Safety Improvements, Phase 2

will work towards meeting the goals of the before-mentioned plan by completing missing bicycle gaps, while also providing improved pedestrians connections within the Town's sidewalk network. Once constructed, the project will have an impactful outcome by connecting schools, neighborhoods, a public park, businesses, and a transit system.

Lastly, the proposed infrastructure components will provide connectivity to area parks, schools, and businesses in one of the Town's most densely populated corridors. Traffic congestion, particularly during peak hours at two of the Town's largest schools, a town park, and shopping plazas at the east end of the project illustrates the need for non-motorized transportation alternatives. The project components of this transportation alternative project will improve safety for pedestrians and bicyclists, including students of the Casey Road Middle School and Williamsville North High School, both located on the west end of Casey Road. The project encourages non-vehicular modes of transportation along the Casey Road corridor by establishing vital connections a transit route on Transit Road which is currently not easily accessible by pedestrians and cyclists west of Transit Road and along Casey Road.

JURISDICTION:

Casey Road is owned and maintained by Erie County. The Erie County Department of Public Works has been contacted regarding the scope of this project and support the Town's project similar to Phase I completed in 2019. An inter-municipal agreement between the Town of Amherst and Erie County shall be executed prior to the issuance of the right-of-way certification.

MAINTENANCE AND OPERATION:

The project components will be operated and maintained for its useful life by the Town of Amherst and Erie County. An inter-municipal agreement will be filed between the Town of Amherst and the County of Erie that clearly defines operations and maintenance of the facilities constructed. Generally, the Town of Amherst will have maintenance responsibilities for the sidewalks, and Erie County will own the newly constructed bicycle lanes along Casey Road. Amherst will have maintenance responsibility for the bicycle lane pavement markings, crosswalk pavement markings, flashing beacon signal, and signage specific to the bicycle lanes and crosswalks upon completion of the project. A maintenance jurisdictional table will be included as part of the final design. The Town of Amherst's Highway and its Parks Division will maintain the pathways and appurtenances constructed within the Town's Paradise Park and the Town-owned 'Peanut Line' railroad right-of-way.

PUBLIC INVOLVEMENT:

A project public information meeting was held on May 22, 2018 at a nearby school. Presentation of materials included Phase 2 of the Casey Road project. Notifications to public officials, residents, school officials, emergency responders, and other potential stakeholders were invited to the meeting. This project was well received at that time. A second public information meeting will be held specific to Phase 2 limits during the design phase.

E-25 (2023-2027 CIP)

Town of Amherst
Engineering Department
Casey Road Pedestrian and Bicycle Safety Improvements, Phase 2

ANTICIPATED PROJECT SCHEDULE:

Consultant Procurement:	April 2023
Design Completion:	December 2023
Bid:	February 2024
Construction:	April 2024 – July 2024

FINANCIAL SUMMARY:

In late 2022, it was announced that the Town of Amherst was successful in obtaining funding under the Transportation Alternatives Program (TAP). This program funds 80% with federal aid funding, with the remaining 20% share being the responsibility of the Town of Amherst. Additionally, Erie County will be providing \$150,000 additional in funding as a betterment to pave Casey Road in the project limits. The total project shares are as follows:

Federal Aid (TAP):	\$ 1,490,400.00
Local (Town of Amherst):	\$ 372,600.00
<u>Local (Erie County):</u>	<u>\$ 150,000.00</u>
Total project cost:	\$ 2,013,000.00

By State-Local Agreement, the Town of Amherst must pay 100% of excess amounts in the event that the full federal and non-federal share cost exceed appropriated funding for this project. As such, a contingency is added to cover potential project shortfalls.

The Town of Amherst appropriated funds to cover the local share in the approved 2023-2028 Capital Improvement Program under Project E-25, Casey Road Bicycle & Pedestrian Improvements – Phase 2 Project. The funds have been identified as a General Bond with a minimum useful life of 15 years. The following is a breakdown of Federal, Local, and Erie County shares:

	Federal Aid	Town of Amherst	Erie County	Totals
Design	\$ 240,000.00	\$ 60,000.00	\$ -	\$ 300,000.00
Construction	\$ 1,146,400.00	\$ 286,600.00	\$ 150,000.00	\$ 1,583,000.00
Construction Inspection	\$ 104,000.00	\$ 26,000.00	\$ -	\$ 130,000.00
Contingency	\$ -	\$ 25,400.00	\$ -	\$ 25,400.00
Legal/Admin/Bonding	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Totals	\$ 1,490,400.00	\$ 400,000.00	\$ 150,000.00	\$ 2,040,400.00

Bond Amount:	\$ 400,000
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E-25 (2023-2027 CIP)

Town of Amherst
Engineering Department
Casey Road Pedestrian and Bicycle Safety Improvements, Phase 2

TAXATION SUMMARY:

The funds have been identified as a General Account Bond with a bond term of 15 years.

Total Amount to be bonded: **\$ 400,000**

Bond Term: **15 Years**

Annual Tax Impacts: \$0.0034 per year, per \$1,000 AV

Typical Property Taxation Impacts: \$0.8394 per year, per \$250,000 property



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 Director

Transmitted electronically

MEMORANDUM

January 9, 2023

TO: Christopher Schregel, Project Manager
Engineering Department

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

RE: SEQR Determination
Casey Road Pedestrian and Bicycle Safety Improvements – Phase 2
2023-2028 C.I.P. Project E-25

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 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)\Casey Road Pedestrian and Bicycle Improvements\memo casey road pedestrian and bicycle phase 2.docx

cc:

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

Attachment: E-25 Casey Road Ph 2 MPR - March 2023 (RES-2023-225 : Casey Road Safety Improvements - Phase 2 (Bond Resolution -



**DRAFT
SEQR**

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	Action:	Casey Road Pedestrian & Bicycle Safety Improvements – Phase 2
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:	Casey Road Pedestrian & Bicycle Safety Improvements – Phase 2
SEQR Status:	Unlisted action
Description of Action:	Extension of Pedestrian and Bicycle Improvements
Location:	Casey Road (Paradise Road to Transit Road), Amherst, Erie County
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. Improvements will occur in the Road Right of way and a portion of a developed park.
3. The action is consistent with the Town's Comprehensive Plan by providing community facilities and pedestrian improvements desired by the Town residents.
4. The site is within an area identified by the State as potentially containing significant cultural or archeological resources. The improvement will occur within the disturbed road right and areas of the Town's park which have been previously disturbed.
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 residential structures and public park.
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 facilities over its current level of use.
10. Significant negative traffic impacts are not expected to result from the proposed action.

Negative Declaration
Casey Rd. Pedestrian & Bicycle Improvements- Phase 2
Page 3

Daniel J. Ulatowski, AICP
Assistant Planning Director/ZEO

date

Brian J. Kulpa, Town Supervisor

date

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cc: Town Law Department

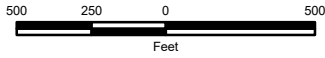
Town of Amherst
Engineering Department
Casey Road Pedestrian and Bicycle Safety Improvements, Phase 2

Appendix A
Project Mapping

TOWN OF AMHERST

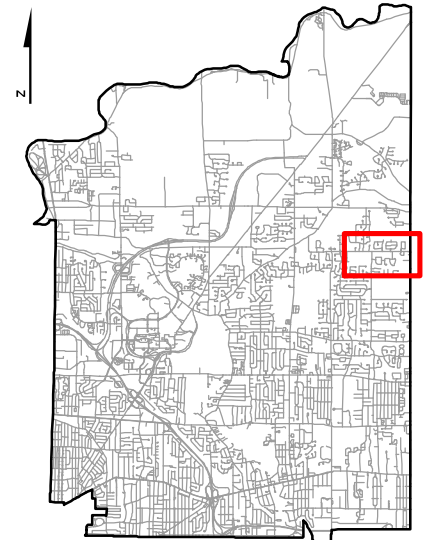
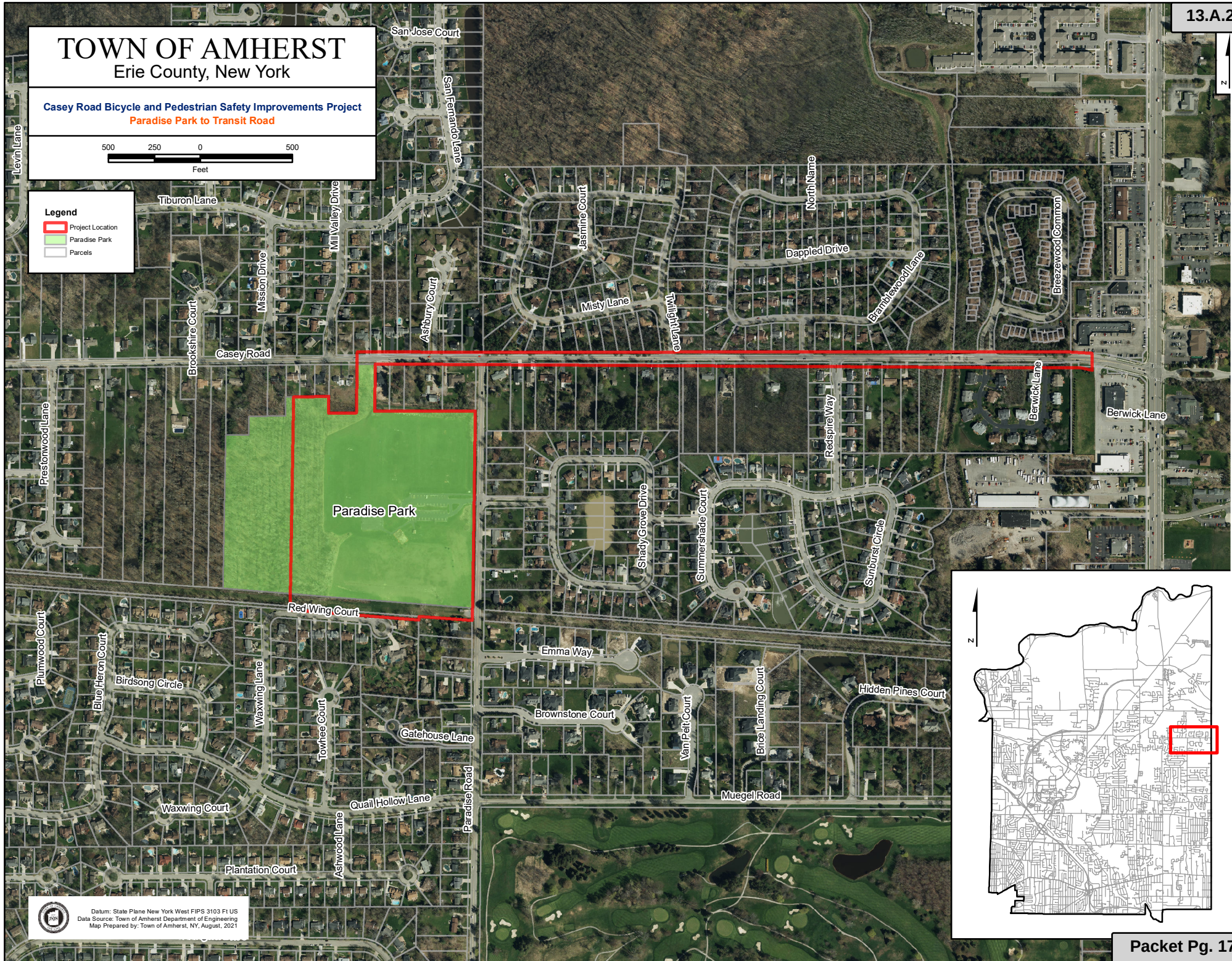
Erie County, New York

Casey Road Bicycle and Pedestrian Safety Improvements Project Paradise Park to Transit Road

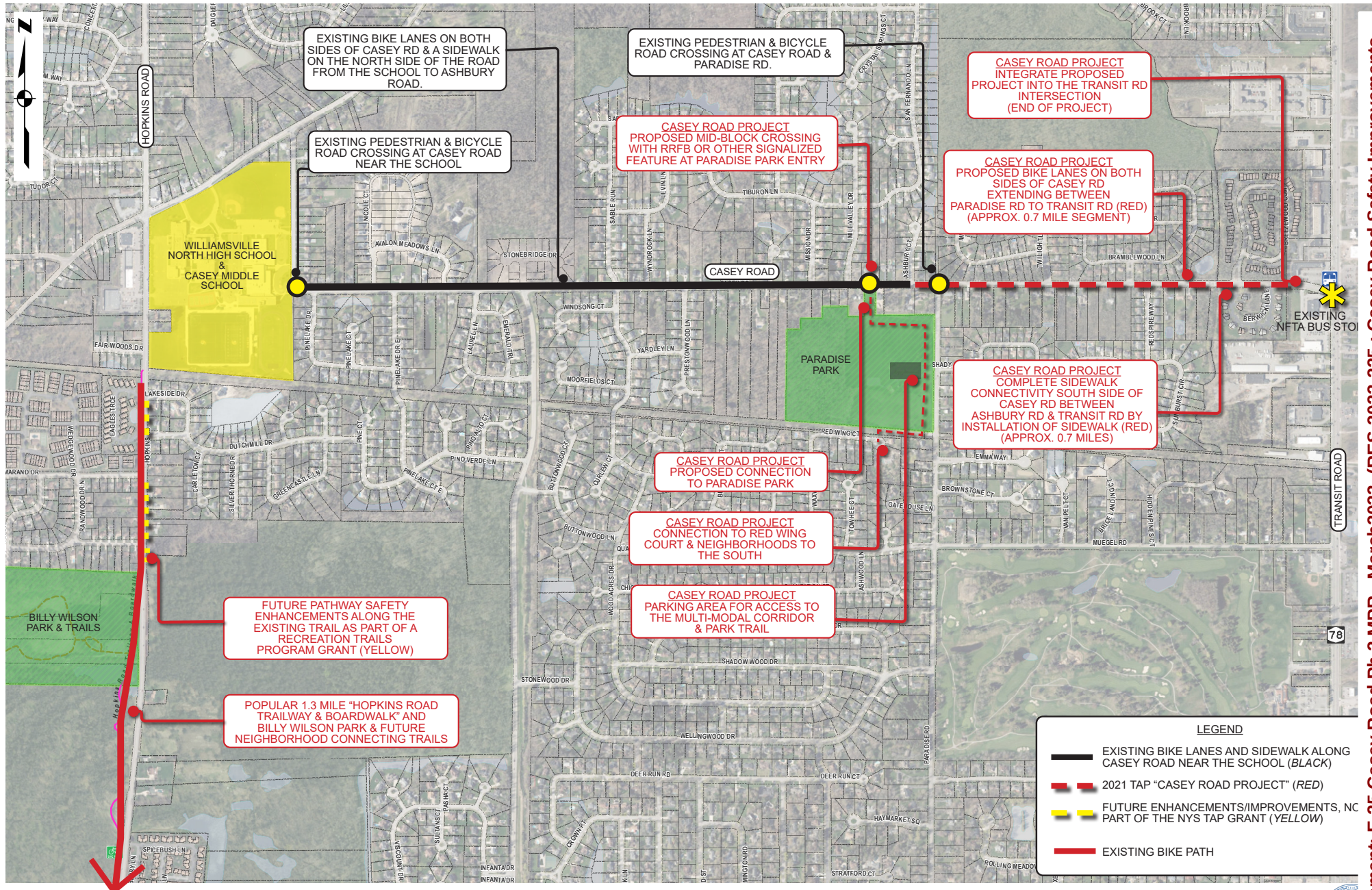


Legend

- Project Location
- Paradise Park
- Parcels



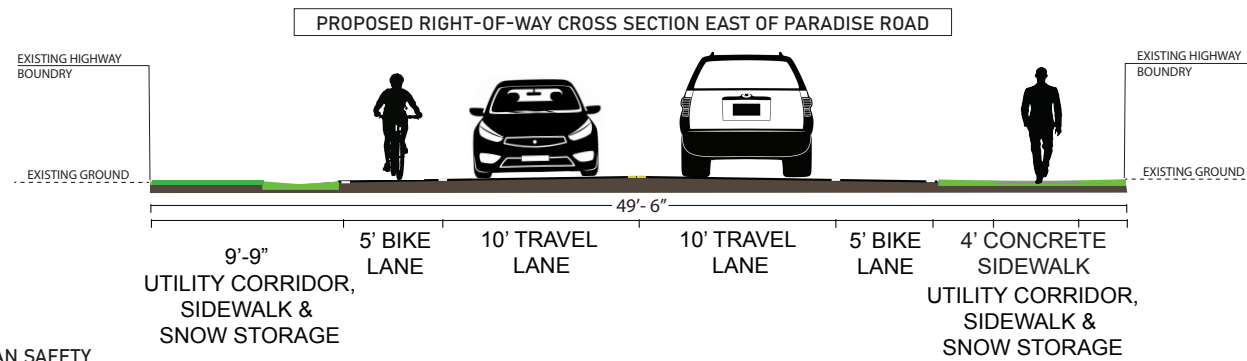
Datum: State Plane New York West FIPS 3103 Ft US
Data Source: Town of Amherst Department of Engineering
Map Prepared by: Town of Amherst, NY, August, 2021



CASEY ROAD PROJECT SCHEMATIC PLAN EXISTING & FUTURE BICYCLE & PEDESTRIAN IMPROVEMENTS



September 2021

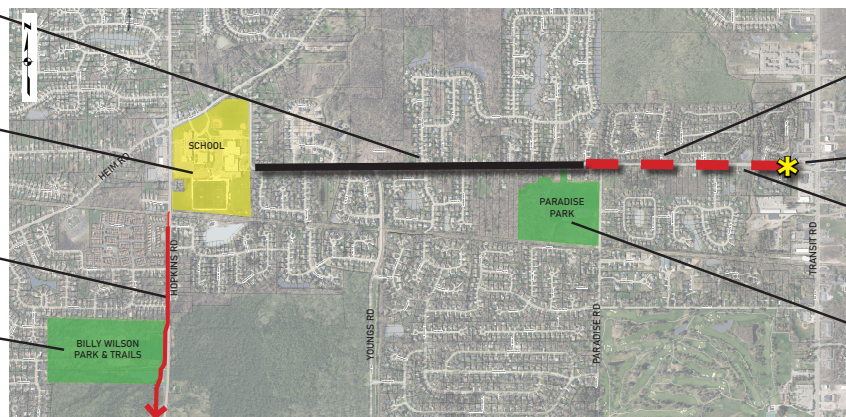


CASEY ROAD BICYCLE AND PEDESTRIAN SAFETY IMPROVEMENTS PROJECT COMPLETED

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

"HOPKINS ROAD TRAILWAY & BOARDWALK"

BILLY WILSON PARK



PROPOSED CASEY ROAD PROJECT PARADISE ROAD TO TRANSIT ROAD

CASEY RD & TRANSIT RD INTERSECTION (END OF PROJECT)

PROPOSED RIGHT-OF-WAY IMPROVEMENTS CROSS SECTION (SEE ABOVE)

PROPOSED CONNECTION TO PARADISE PARK



Casey Road 2016 TAP Grant Post-Project Photographs



Connection to Paradise Park

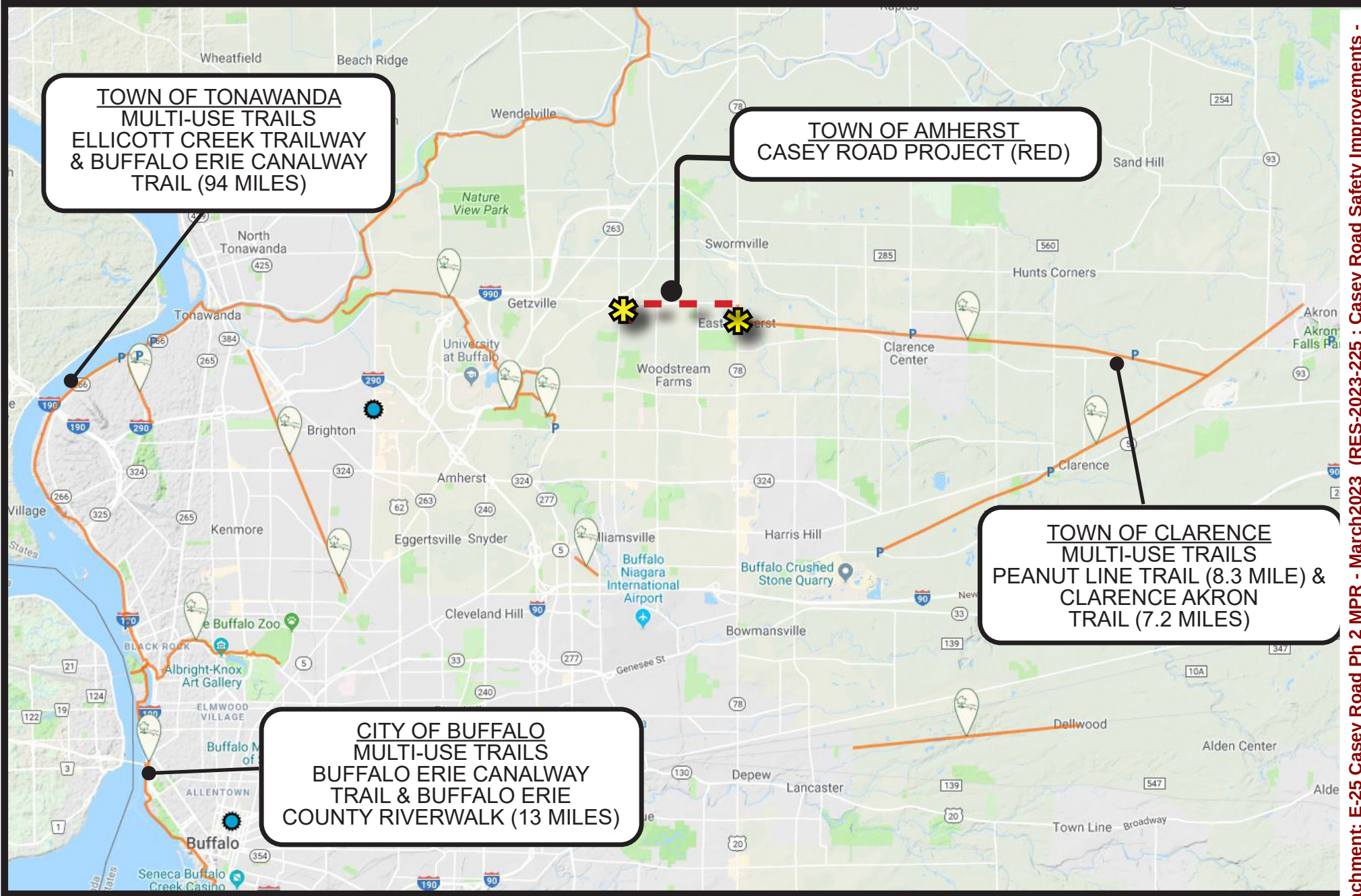


Casey Road near Transit Road Intersection (Looking West)

CASEY ROAD PARADISE ROAD TO TRANSIT ROAD EXHIBIT

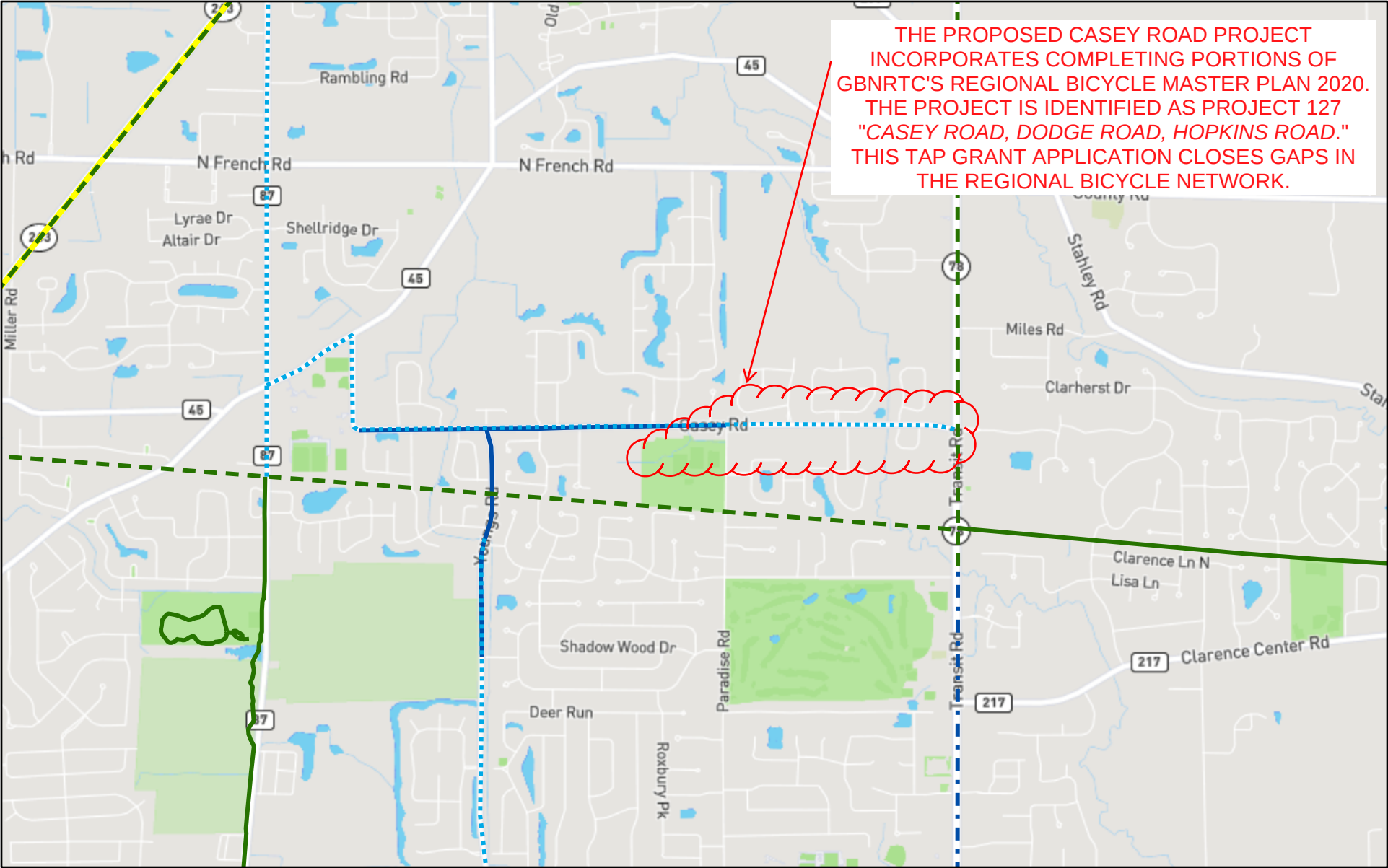


September 1, 2021



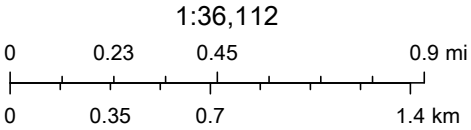
REGIONAL MULTI-USE TRAIL CONTEXT MAP

GRBNTC Regional Bicycle Master Plan



Town of Amherst - July 2021

- Proposed Trails and Bicycle Routes
- Tier III
 - Tier I
 - Tier II
 - Existing On-Road Bike Facilities
 - Existing Off-Road Greenway Trails
 - Existing NYS On-Road Bike Routes

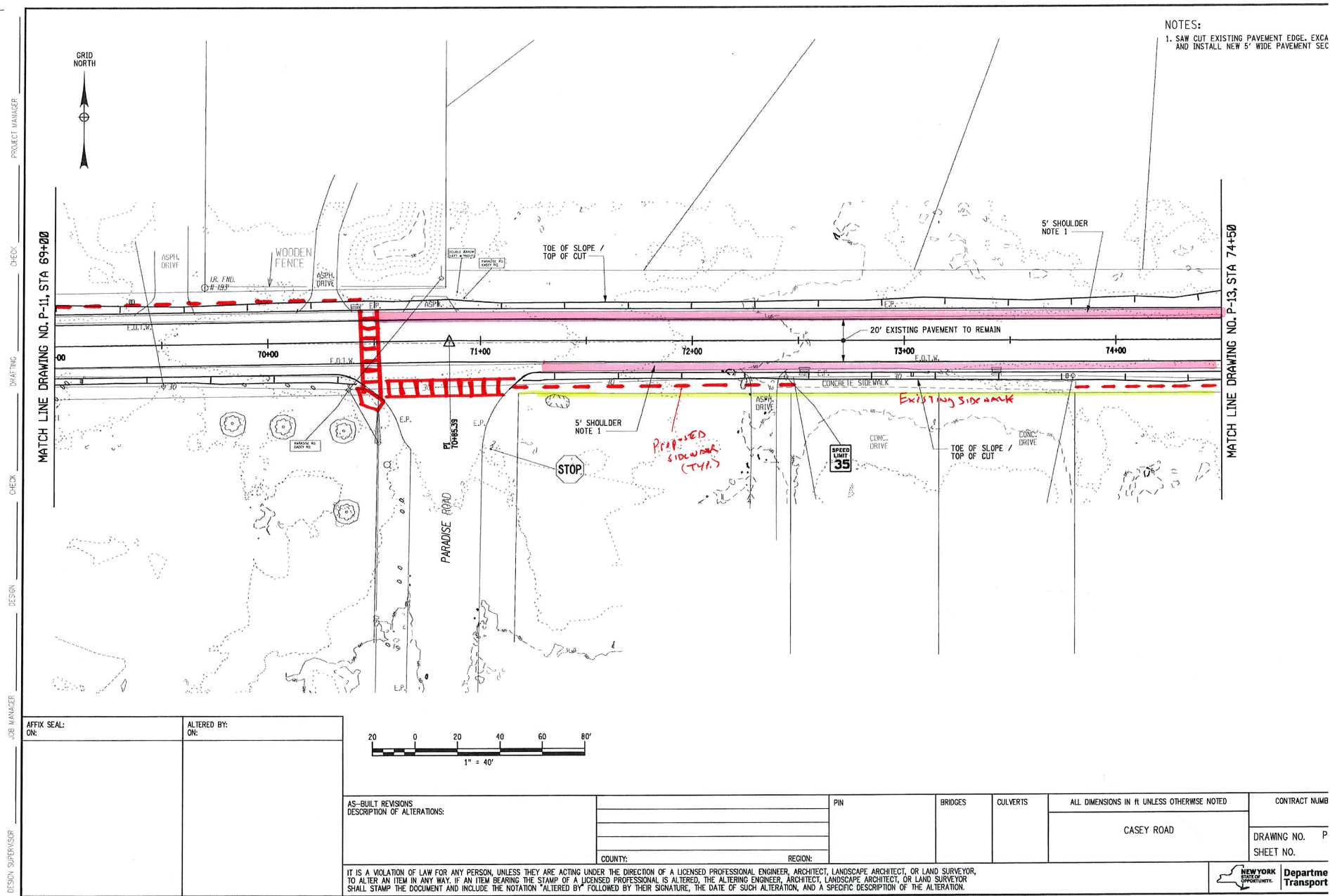


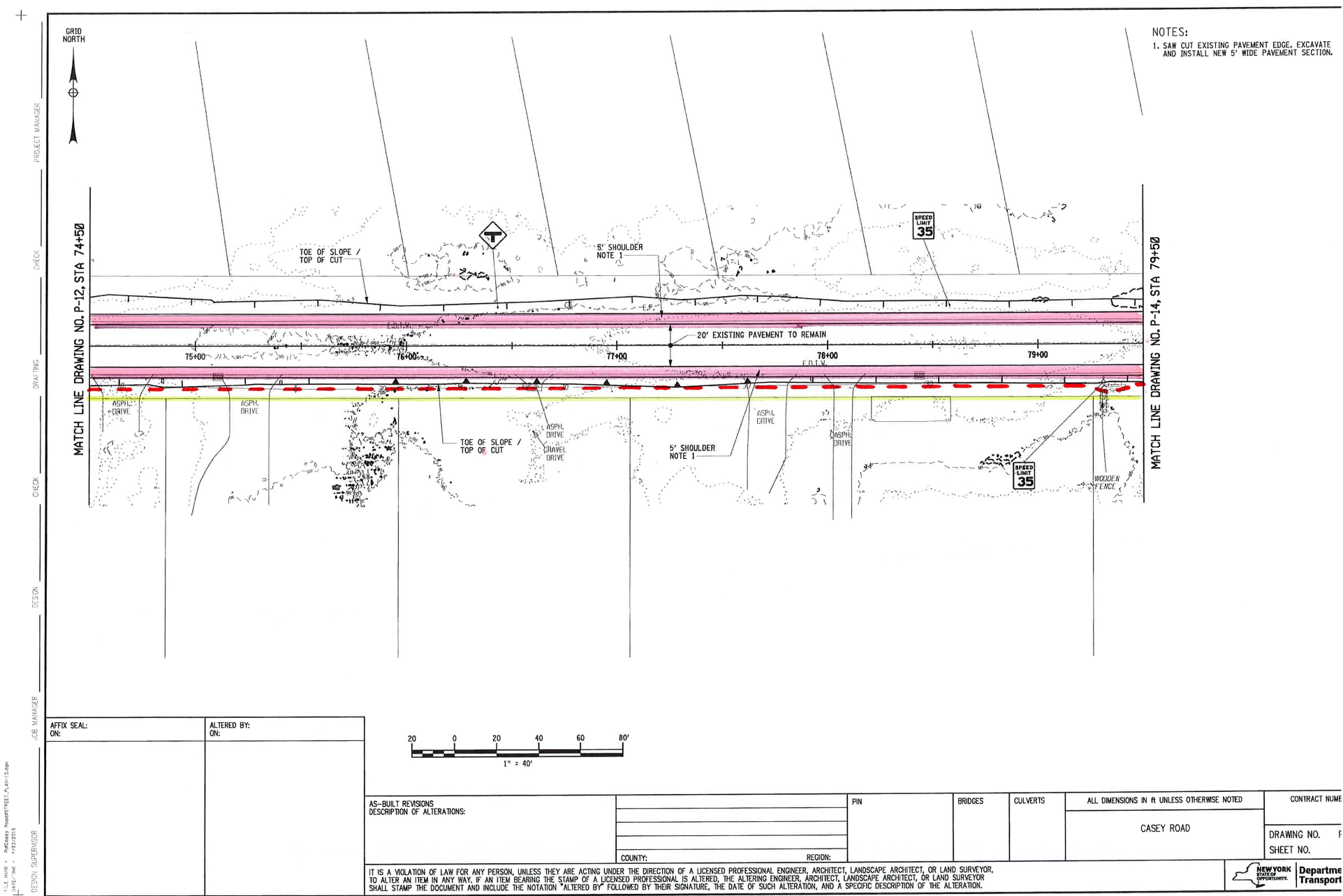
Town of Amherst
Engineering Department
Casey Road Pedestrian and Bicycle Safety Improvements, Phase 2

Appendix B
Conceptual Plans



FILE NAME: P:\Highway Projects\2023\13.A.2.c.dwg
DATE/TIME: 4/23/2023 4:02:15 PM

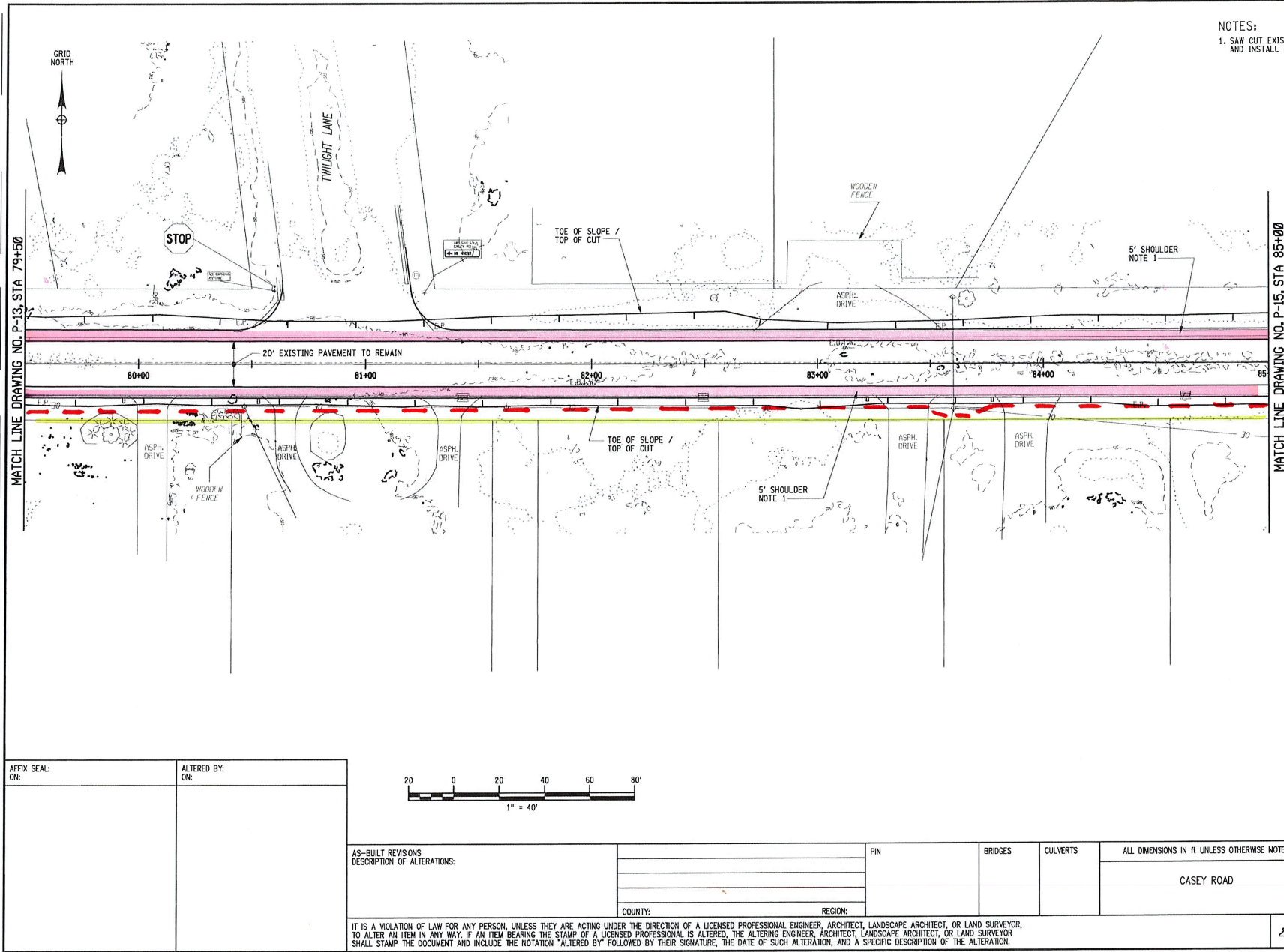




Attachment: E-25 Casey Road Ph 2 MPR - March 2023 (RES-2023-225 : Casey Road Safety Improvements -

FILE NAME: P:\Casey Road\Sheet 13.A.2.c.dwg
DATE/TIME: 4/23/2018

JOB MANAGER
DESIGN
CHECK
DRAFTING
PROJECT MANAGER



NOTES:
1. SAW CUT EXISTING PAVEMENT EDGE, EXCAV AND INSTALL NEW 5' WIDE PAVEMENT SECT

AFFIX SEAL: ON:	ALTERED BY: ON:

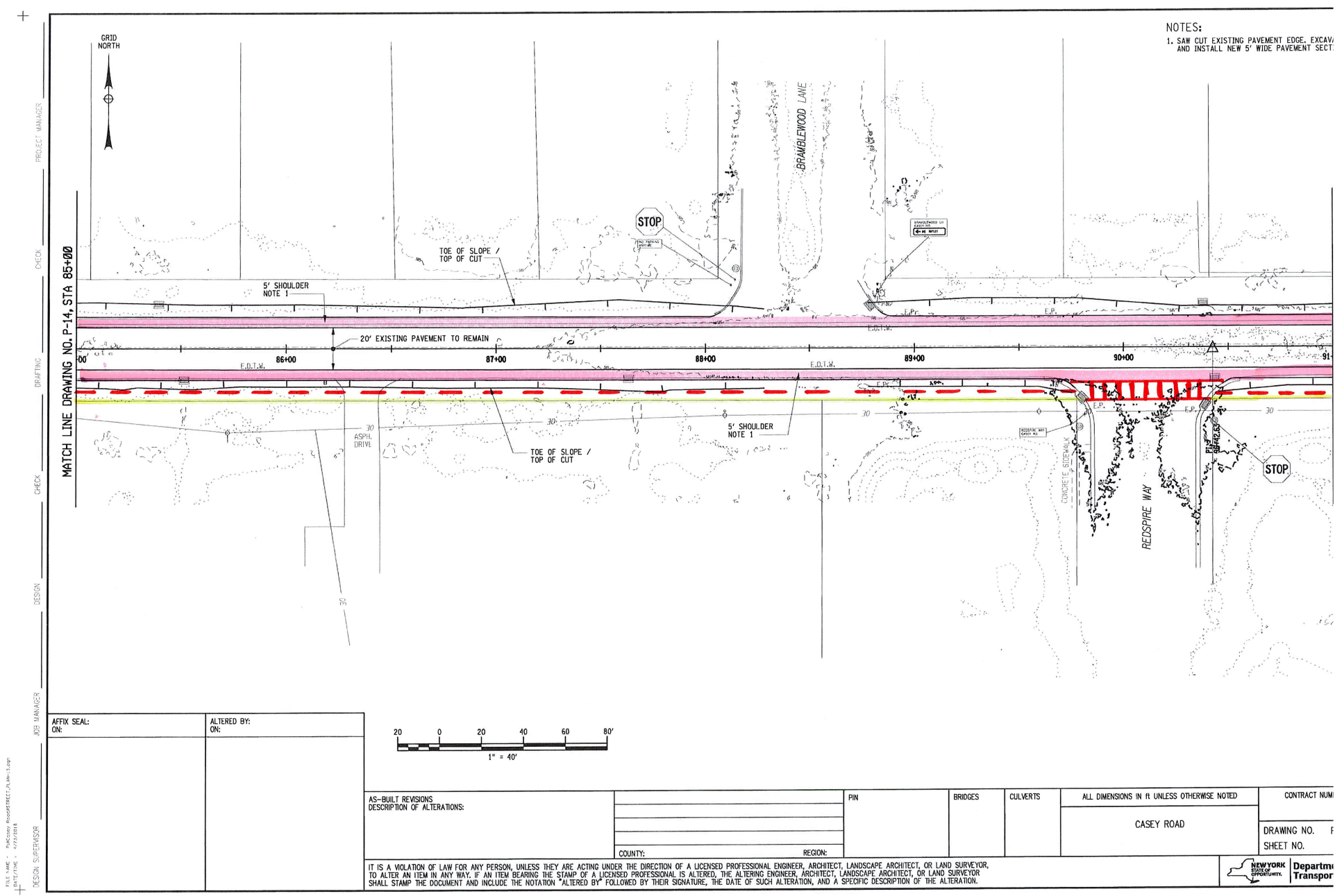
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:

PIN	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NAME
			CASEY ROAD	
COUNTY:	REGION:			DRAWING NO. P
				SHEET NO.

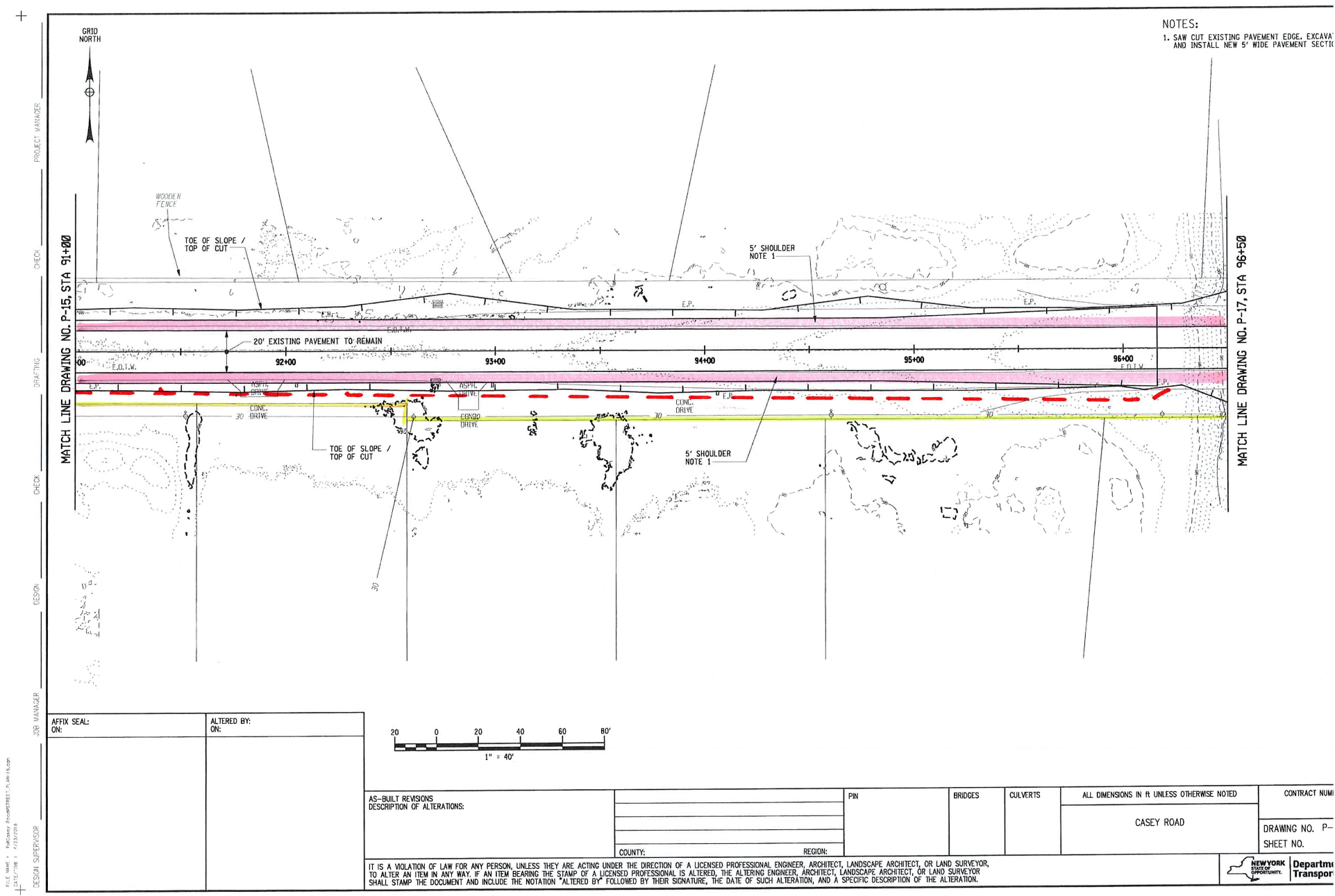
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



Attachment: E-25 Casey Road Ph 2 MPR - March 2023 (RES-2023-225 : Casey Road Safety Improvements -



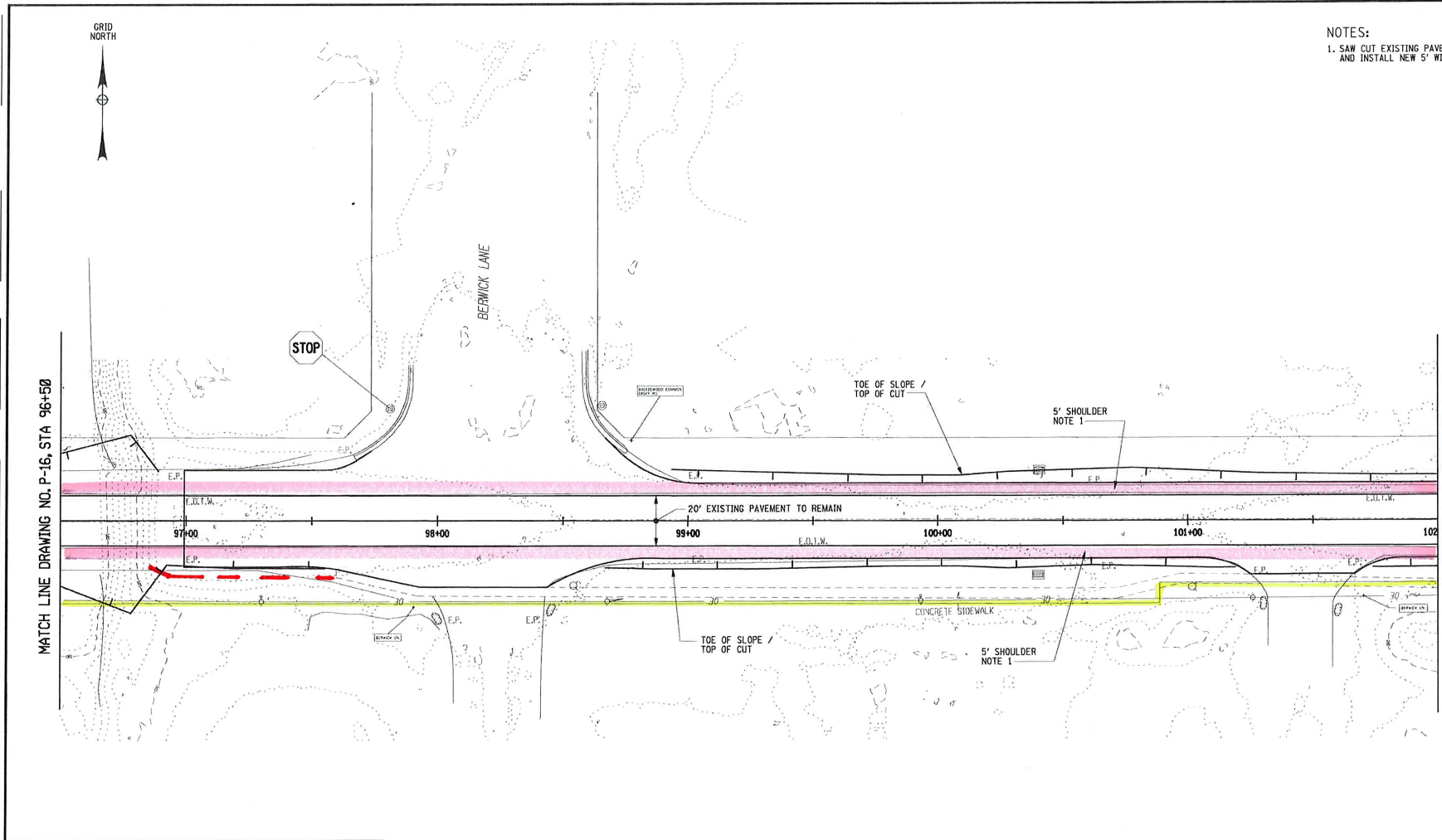
Attachment: E-25 Casey Road Ph 2 MPR - March 2023 (RES-2023-225 : Casey Road Safety Improvements -



Attachment: E-25 Casey Road Ph 2 MPR - March 2023 (RES-2023-225 : Casey Road Safety Improvements -

FILE NAME : P:\Casey Road\13A.2.c\13A.2.c.dwg
DATE/TIME : 4/23/2014

JOB MANAGER DESIGN CHECK DRAFTING PROJECT MANAGER



NOTES:
1. SAW CUT EXISTING PAVEMENT EDGE. EXCAVATE AND INSTALL NEW 5' WIDE PAVEMENT SECTION.

AFFIX SEAL: ON:	ALTERED BY: ON:



AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:		PIN	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUM
	COUNTY:	REGION:			CASEY ROAD	DRAWING NO. P
						SHEET NO.
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.						Departme Transport





PARK FEATURES

- 1 PROPOSED MULTI-USE PATH (NYS STATE TAP GRANT)
- 2 PROPOSED BOARDWALK (NYS STATE TAP GRANT)
- 3 PROPOSED MID-BLOCK CROSSING (NYS STATE TAP GRANT)
- 4 FUTURE CONCESSION & RESTROOM AREA
- 5 FUTURE NATURE TRAILS
- 6 EXISTING RECREATION FIELDS
- 7 EXISTING PLAYGROUND
- 8 EXISTING PAVILION
- 9 EXISTING PICKLEBALL COURTS
- 10 EXISTING BASKETBALL COURT
- 11 EXISTING PARKING LOT

PARADISE PARK Concept Plan

DRAFT
September 2021





Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27211

RESOLUTION 2023-226

ROLL CALL VOTE (ADOPTED)

Highway Department Gas Pump Repairs (Bond Resolution - \$440,000)

AGENDA ITEM : MARCH 6th, 2023

TO: Town Board

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

DATE: March 1, 2023

**RE: Highway Department Gas Pump Repairs
 2023-2028 C.I.P. - Project No. H-12
 Bond Resolution - \$440,000**

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

- (1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and
- (2) Adopt the attached bond resolution authorizing the issuance of \$440,000.00 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 - March 6, 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*)

3/6/2023

A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Lavin 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 - \$440,000

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



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM

August 3, 2021

TO: Jeffery S. Burroughs, PE Town Engineer

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

RE: SEQR Determination – Highway Department Gas Pump Repairs
2021-2026 C.I.P. Project H-2

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)\Highway Dept Gas Pump Repairs_CIP Project H-2.docx

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

Attachment: SEQR H-12 (RES-2023-226 : Highway Department Gas Pump Repairs (Bond Resolution - \$440,000))

EXTRACT OF MINUTES
Meeting of the Town Board of the
Town of Amherst, in the
County of Erie, New York
March 6, 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 March 6, 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-2023-226 : Highway Department Gas Pump Repairs (Bond Resolution - \$440,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MARCH 6, 2023, AUTHORIZING ADDITIONAL IMPROVEMENTS TO THE TOWN HIGHWAY DEPARTMENT FUEL SYSTEM, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS \$440,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$440,000 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 additional improvements to the Town Highway Department fuel system as described in the map, plan and report dated July 2021, Rev. August 3, 2021, and Rev. February 17, 2023, prepared by the Town Engineering Department (2021-2026 Capital Improvement Project H-2 and 2023-2028 Capital Improvement Program Project H-12). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$440,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of \$440,000 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 \$440,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the “Law”), to finance said objects or purposes as set forth in section 1 hereof.

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

(a) The period of probable usefulness applicable to the objects or purposes for which said \$440,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 88 of the Law, is fifteen (15) years.

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

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

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

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

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

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within 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:

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on March 6, 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 MARCH 6, 2023, AUTHORIZING ADDITIONAL IMPROVEMENTS TO THE TOWN HIGHWAY DEPARTMENT FUEL SYSTEM, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS \$440,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$440,000 TO FINANCE SAID APPROPRIATION.”

an abstract of which bond resolution concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Town to finance additional improvements to the Town Highway Department fuel system as described in the map, plan and report dated July 2021, Rev. August 3, 2021, and Rev. February 17, 2023, prepared by the Town Engineering Department (2021-2026 Capital Improvement Project H-2 and 2023-2028 Capital Improvement Program Project H-12); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is \$440,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of \$440,000 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 \$440,000 pursuant to the Local Finance Law of the State of New York (the “Law”) to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

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

DATED: March 6, 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-2023-226 : Highway Department Gas Pump Repairs (Bond Resolution - \$440,000))

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.

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 March 6, 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 March, 2023.

(SEAL)

Town Clerk

Attachment: CertBondReso (RES-2023-226 : Highway Department Gas Pump Repairs (Bond Resolution - \$440,000))

AFFIDAVIT OF POSTING

STATE OF NEW YORK)
 :SS:
 COUNTY OF ERIE)

FRANCINA J. SPOTH, being duly sworn, deposes and says:

That she is and at all times hereinafter mentioned she was the duly elected, qualified and acting Town Clerk of the Town of Amherst, State of New York;

That on _____, 2023, she has caused to be conspicuously posted and fastened up a Notice setting forth an abstract of the bond resolution duly adopted by the Town Board on March 6, 2023, a copy of which is annexed hereto and made a part hereof, on the sign board of the Town maintained pursuant to the Town Law.

 Town Clerk

Subscribed and sworn to before me
 this _____ day of March, 2023.

 Notary Public, State of New York

Attachment: CertBondReso (RES-2023-226 : Highway Department Gas Pump Repairs (Bond Resolution - \$440,000))



Town of Amherst

HIGHWAY DEPARTMENT GAS PUMP REPAIRS

2021 - 2026 C.I.P. Project H-2

2023 - 2028 Amended C.I.P. Project H-12

MAP, PLAN & REPORT

JULY 2021

Rev. 8/3/2021

Rev. 2/17/2023

Contents:

- **GENERAL INFORMATION**
- **FACILITY DESCRIPTION**
 - Existing Fuel System
- **SCOPE OF IMPROVEMENTS**
 - Proposed Fuel System Upgrades
- **FINANCING**
- **TAX IMPACTS**
- **SEQR DETERMINATION**
- **PROJECT LOCATION PLAN – FIGURE 1**

Prepared By:
 Town of Amherst Engineering Department
 Engineering Support Division
 1100 North Forest Road
 Williamsville, NY 14221
 (716) 631 - 7154 / Fax: (716) 631 - 7222

1.0 GENERAL INFORMATION

This Map, Plan & Report pertains to the rehabilitation of the Town of Amherst Highway Department's motor vehicle fuel system. A detailed description of the project and the financial impact is included in the body of this report.

1.1 FACILITY DESCRIPTION

The Town of Amherst (Town) Highway Department is located at 1042 North Forest Road and serves as an operations hub for a variety of services provided by the department including but not limited to refuse control, snow removal, road maintenance and storm water management. This facility also serves as the re-fueling location for town, emergency service and specified contractor vehicles. Please see Figure 1 for a site location map for this project.

2.0 PROJECT DESCRIPTION- EXISTING AND PROPOSED FUEL SYSTEM UPGRADES

a. Existing Fuel System

The current fuel system includes two (2) 8,000 gallon gasoline fuel tanks, one (1) 12,000 gallon diesel fuel tank, one (1) gasoline dispensing island equipped with (2) two dispensers, (1) one diesel dispensing island equipped with two (2) dispensers, and a canopy that covers both islands which is equipped with a dry chemical fire suppression system. The existing fuel dispensing system is in need of rehabilitation/reconstruction with portions of the facility out of compliance with current state and federal bulk petroleum storage regulations.

2.1 SCOPE OF IMPROVEMENTS

a. Proposed Fuel System Upgrades

This project will consist of upgrades and replacements to various components of the primary and ancillary fuel system. Improvements will include, but not limited to: replacement of both dispensing islands (island forms, concrete, dispensers, dispenser accessories, card readers, and dispenser sumps), submersible pumps, the leak detection system (controller, sump and interstitial tank sensors, in-tank level probes, overfill alarm and acknowledgement switch, and mechanical line leak detectors), supply line piping between the submersible pumps and dispensers, spill containment fill boxes, and tank area manhole covers and frames. Also included in the likely scope of work is the installation of a new 500-gallon diesel exhaust fluid above ground storage tank with heater and two dispensers, two temporary fuel tanks for the construction phase, electrical work to accomplish these upgrades and installations, and site restoration. As far as the dry chemical fire suppression system, the system will be evaluated and a complete replacement of this system may become part of the scope of services to also potentially include new controls, alarms, heat sensors, and battery backup.

2.1.2 FINANCING

The TOA Highway Department Motor Vehicle Fuel System Upgrades project will be designed and installed during 2021-2024. The work described above will be bonded against the Highway Fund at a total project cost of \$990,000.

Please note that a Highway Fund bond authorization in the amount of \$550,000 was previously authorized by the Town Board on August 9, 2021; CIP 2021-2026 Project H-2. Due to budget limitations, additional funding of \$440,000 (Amended CIP 2023-2028 Project H-12) is necessary to rebid and award the contract. The increase in costs can be attributed cost increases in materials and construction costs.

FINANCIAL SUMMARY:

	Original 2021 Bond Resolution	New 2023 Bond Resolution	Total Bonded
Estimated Construction Costs	\$500,000	\$429,800	\$929,800
Engineering Fees	\$47,250	\$8,000	\$55,250
Legal / Administrative /Interest	\$ 2,750	\$2,200	\$4,950
Total Amount to be bonded	\$ 550,000	\$440,000	\$990,000

2.1.3 TAX IMPACTS

Taxation Summary:

- Current Bond Request: \$ 440,000 Highway Fund
- Bond Term: 15 years
- Annual Tax Impacts: \$0.0039 per year, per \$1,000 AV
- Typical Property Taxation Impacts: \$0.9665 per year, per \$250,000 property

3.0 SEQR DETERMINATION

The Town of Amherst Planning Department has determined that this project is a Type 2 SEQR action. The Planning Department correspondence is attached to this MPR.



FIGURE 1



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27212

RESOLUTION 2023-227

ADOPTED

2023 Waterline Replacements Bond (Order Calling Public Hearing - \$950,000)

AGENDA ITEM : MARCH 6TH, 2023

TO: Town Board

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

DATE: March 1, 2023

**RE: 2023 Waterline Replacements (Bauman/Robinhill/Swanson)
 Order Calling Public Hearing - \$950,000**

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on March 27, 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

Attachment

c: Tim Koller, Deputy Town Clerk
*(w/attachment, **Agenda Item - March 6, 2023**)*
 Daryl C. Bramer, Comptroller *(w/attachment)*
 Lynda Juul, Director of Finance *(w/attachment)*
 Dan Howard, Director of Planning *(w/attachment)*
 Jeffrey S. Burroughs, PE, Town Engineer *(w/attachment)*
 Marc A. Bellacose, Junior Municipal Engineer *(w/attachment)*

3/6/2023

Consent

FINANCIAL IMPACT:

Bond Resolution - \$950,000

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
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 6th of March, 2023.

PRESENT:

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

In the Matter

of the

Increase and Improvement of Facilities of Water District No. 15, 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 27, 2023

WHEREAS, the Town Board of the Town of Amherst (herein called the “Town”), in the County of Erie, New York, on behalf of Water District No. 15 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 watermain replacements along Bauman Road, Robinhill Road and Swanson Terrace (2023-2028 CIP Project No. E-3); and

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 \$950,000; 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 27th 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.

DATED: March 6, 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 Jacqueline Berger	voting_____
Councilwoman Deborah Bruch Bucki	voting_____
Councilman Shawn Lavin	voting _____
Councilman Michael R. Szukala	voting _____

The Order was declared adopted.

* * * * *

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 6th of March, 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 6th day of March, 2023.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOC PH (RES-2023-227 : 2023 Waterline Replacements Bond (Order Calling Public Hearing - \$950,000))



Town of Amherst Engineering Department

2023

Waterline Replacements

2023 – 2028 C.I.P.

Project No. E-3

Town of Amherst Project

Bauman Road

Robinhill Drive

Swanson Terrace

Map, Plan & Report

February 2023

Contents:

- Existing Conditions
- Proposed Scope of Improvements
- Financial / Taxation Summary
- Town of Amherst Planning Department SEQR Determination
- Exhibit Map 1-3

Town of Amherst Engineering Department
1100 North Forest Rd., Williamsville, NY 14221
(716) 631-7154 / (716) 631-7222

Town of Amherst

Engineering Department

2023 Waterline Replacements

EXISTING CONDITIONS:

The Town of Amherst owns an intricate water distribution system consisting of watermain, valves, hydrants and individual services. This system is currently maintained by the Erie County Water Authority through a lease managed agreement. The Erie County Water Authority provides a priority list of watermain in need of replacement based on the frequency and extent of service calls received for each main.

The Town of Amherst has numerous watermain in need of replacement for deficiencies such as vertical and longitudinal cracks, holes, failing joints, valves and hydrants. The watermain deficiencies are due to a number of reasons such as age, corrosive soils and increased demand. The deficient physical conditions of the existing cast iron watermain causes decreased flow capacity and minimum efficiency within the system. It is evident that rectification of the system is necessary to protect the health and well being of the residents within these areas, while providing a higher level of service.

Based on service call and maintenance history, the proposed watermain improvement is anticipated.

10 Year Service Call History

Location	Length of Pipe	Installation Year	Size	Total Breaks
Bauman Road	1,800LF	1945	6"	32
Robinhill Road	1,600LF	1963	6"	12
Swanson Terrace	1,000LF	1965	6"	11

Town of Amherst Engineering Department
1100 North Forest Rd., Williamsville, NY 14221
(716) 631-7154 / (716) 631-7222

Town of Amherst
Engineering Department
2023 Waterline Replacements

PROPOSED ANTICIPATED SCOPE OF IMPROVEMENTS:

BAUMAN ROAD

Bauman Road is a Town of Amherst roadway without curbing and has a 60 foot wide right of way. The proposed anticipated improvement area is along Bauman Road between Maple Road and Hollybrook Drive. The referenced watermain currently services single family homes.

Topography within the improvement area is generally flat. The area is considered moderately developed. The existing 6-inch diameter cast iron watermain exhibits numerous deficiencies and is located within the right-of-way. Electric and telephone utilities are overhead while natural gas, storm sewer and sanitary sewer lines are located underground and in close proximity to the watermain.

The referenced project will be constructed along the northbound lane of Bauman Road. The existing 6-inch cast iron watermain will be abandoned in place. The new watermain will include approximately 1,800 linear feet of 8-inch ductile iron pipe, four new fire hydrants, eight new 8-inch gate valves, one new 6-inch gate valve, and new service connections (replacements and reconnections). Watermain improvements will be within the right of way and utility easements in order to reduce construction costs and minimize disturbance.

The above referenced replacement-in-kind project will be designed, let and constructed during 2023.

All construction methods and materials will be in accordance to Erie County Water Authority, Erie County Department of Public Works and Town of Amherst specifications.

The location of the proposed watermain replacement conforms to New York State Department of Health regulations with regards to proximity to existing sanitary sewer mains. A minimum of 10 feet of separation is established throughout the length of the new watermain. All design specifications are in conformance with Erie County Water Authority standards including the location of hydrants and valves. All building services will be reconnected or replaced as necessary, with all existing hydrants removed and replaced with new hydrants.

The installation of the new watermain will increase available flows in addition to eliminating the current need for frequent repair of the system's components. These improvements will therefore provide safer, more cost effective and better quality service throughout the affected areas.

ROBINHILL ROAD

Robinhill Road is a Town of Amherst roadway with curbing and has a 70 foot wide right of way. The proposed anticipated improvement area is along Robinhill Road between House #162 to N. Forest Road. The referenced watermain currently services single family homes.

Topography within the improvement area is generally flat. The area is considered moderately developed. The existing 6-inch diameter cast iron watermain exhibits numerous deficiencies and is located within the right-of-way. Electric and telephone utilities are overhead while natural gas, storm sewer and sanitary sewer lines are located underground and in close proximity to the watermain.

The referenced project will be constructed along the westbound lane of Robinhill Road. The existing 6-inch cast iron watermain will be abandoned in place. The new watermain will include approximately 1,650 linear feet of 8-inch polyvinyl chloride and ductile iron pipe, three new fire hydrants, six new 8-inch gate valves, and new service connections (replacements and reconnections). Watermain improvements will be within the right of way and utility easements in order to reduce construction costs and minimize disturbance.

The above referenced replacement-in-kind project was designed in 2022 and will be let and constructed during 2023.

All construction methods and materials will be in accordance to Erie County Water Authority, Erie County Department of Public Works and Town of Amherst specifications.

The location of the proposed watermain replacement conforms to New York State Department of Health regulations with regards to proximity to existing sanitary sewer mains. A minimum of 10 feet of separation is established throughout the length of the new watermain. All design specifications are in conformance with Erie County Water Authority standards including the location of hydrants and valves. All building services will be reconnected or replaced as necessary, with all existing hydrants removed and replaced with new hydrants.

The installation of the new watermain will increase available flows in addition to eliminating the current need for frequent repair of the system's components. These improvements will therefore provide safer, more cost effective and better quality service throughout the affected areas.

SWANSON TERRACE

Swanson Terrace is a Town of Amherst roadway with curbing and has a 70 foot wide right of way. The proposed anticipated improvement area is along Swanson Terrace between Countryside Lane and Summerview Road. The referenced watermain currently services single family homes.

Topography within the improvement area is generally flat. The area is considered moderately developed. The existing 6-inch diameter cast iron watermain exhibits numerous deficiencies and is located within the right-of-way. Electric and telephone utilities are overhead while natural gas, storm sewer and sanitary sewer lines are located underground and in close proximity to the watermain.

The referenced project will be constructed along the westbound lane of Swanson Terrace. The existing 6-inch cast iron watermain will be abandoned in place. The new watermain will include approximately 1,000 linear feet of 8-inch polyvinyl chloride and ductile iron pipe, two new fire hydrants, two new 8-inch gate valves, and new service connections (replacements and reconnections). Watermain improvements will be within the right of way and utility easements in order to reduce construction costs and minimize disturbance.

The above referenced replacement-in-kind project was designed in 2022 and will be let and constructed during 2023.

All construction methods and materials will be in accordance to Erie County Water Authority, Erie County Department of Public Works and Town of Amherst specifications.

The location of the proposed watermain replacement conforms to New York State Department of Health regulations with regards to proximity to existing sanitary sewer mains. A minimum of 10 feet of separation is established throughout the length of the new watermain. All design specifications are in conformance with Erie County Water Authority standards including the location of hydrants and valves. All building services will be reconnected or replaced as necessary, with all existing hydrants removed and replaced with new hydrants.

The installation of the new watermain will increase available flows in addition to eliminating the current need for frequent repair of the system's components. These improvements will therefore provide safer, more cost effective and better quality service throughout the affected areas.

In addition to the referenced waterline replacements, the Town of Amherst will perform emergency waterline capital improvements within water district 15C as required to ensure public health and safety.

Town of Amherst
Engineering Department
 2023 Waterline Replacements

FINANCIAL SUMMARY:

The proposed replacement-in-kind project described herein will be designed, let and constructed during 2023. The total cost of these improvements will be bonded against town water district No. 15 at a total cost of \$950,000.00, financed entirely with serial bonds. The proposed improvements are anticipated to have a minimum life expectancy of 20 years.

PROJECT COST SUMMARY

Estimated Construction Costs	945,250.00
Legal/Administrative	4,750.00
Project Bond Total	950,000.00

Taxation Summary:

- Total Bond Request: \$950,000.00
- Bond Term: 20 years
- Annual Tax Impacts:
 - Water District #15: \$0.0069 per year, per \$1,000 AV
- Typical Property Taxation Impacts:
 - Water District #15: \$1.7166 per year, per \$ 250,000 property

Town of Amherst Engineering Department
 1100 North Forest Rd., Williamsville, NY 14221
 (716) 631-7154 / (716) 631-7222



Town of Amherst Planning Department

Erie County, New York



13.A.4.b

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

Transmitted electronically

MEMORANDUM

April 6, 2022

TO: Marc A. Bellacose, Junior Municipal Engineer
Engineering Department

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

RE: SEQR Determination
Water Line Replacements – Bauman Road
2022-2027 C.I.P. Project E-30

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)\April 2022_E-30_Waterline Replacements_Bauman Road.docx

cc:

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

MEMORANDUM

February 25, 2021

TO: Marc A. Bellacose, Junior Municipal Engineer

FROM: Ellen M. Kost, AICP, Assistant Planning Director

RE: SEQR Determination – 2021 Waterline Replacement:
Red Oak Drive Phase II
Robinhill Road & Swanson Terrace
Sweet Home Road Repair
2021-2026 C.I.P. Project Nos. E-20 & E-21

The Planning Department has reviewed the Map, Plan & Report and short Environmental Assessment Form 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/Type II Projects/2021 Waterline Replacement: Red Oak Ph II, Robinhill, Swanson, Sweet Home

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

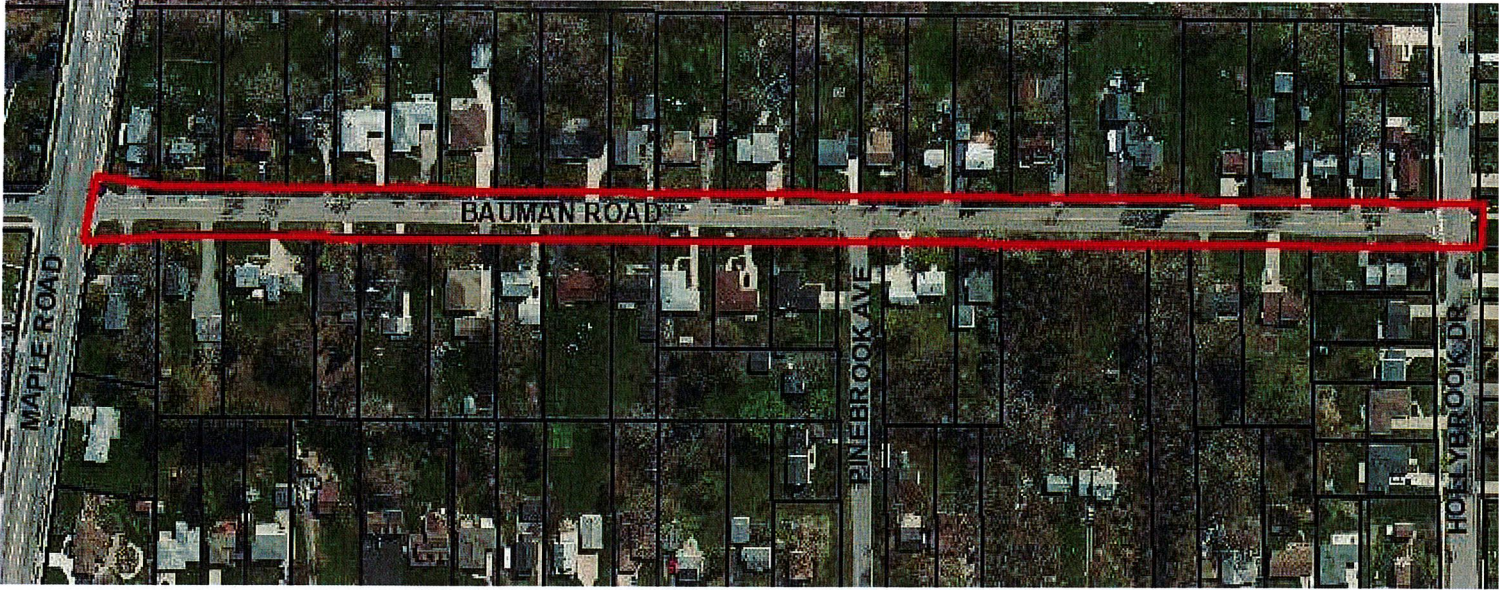


EXHIBIT 1: BAUMAN ROAD

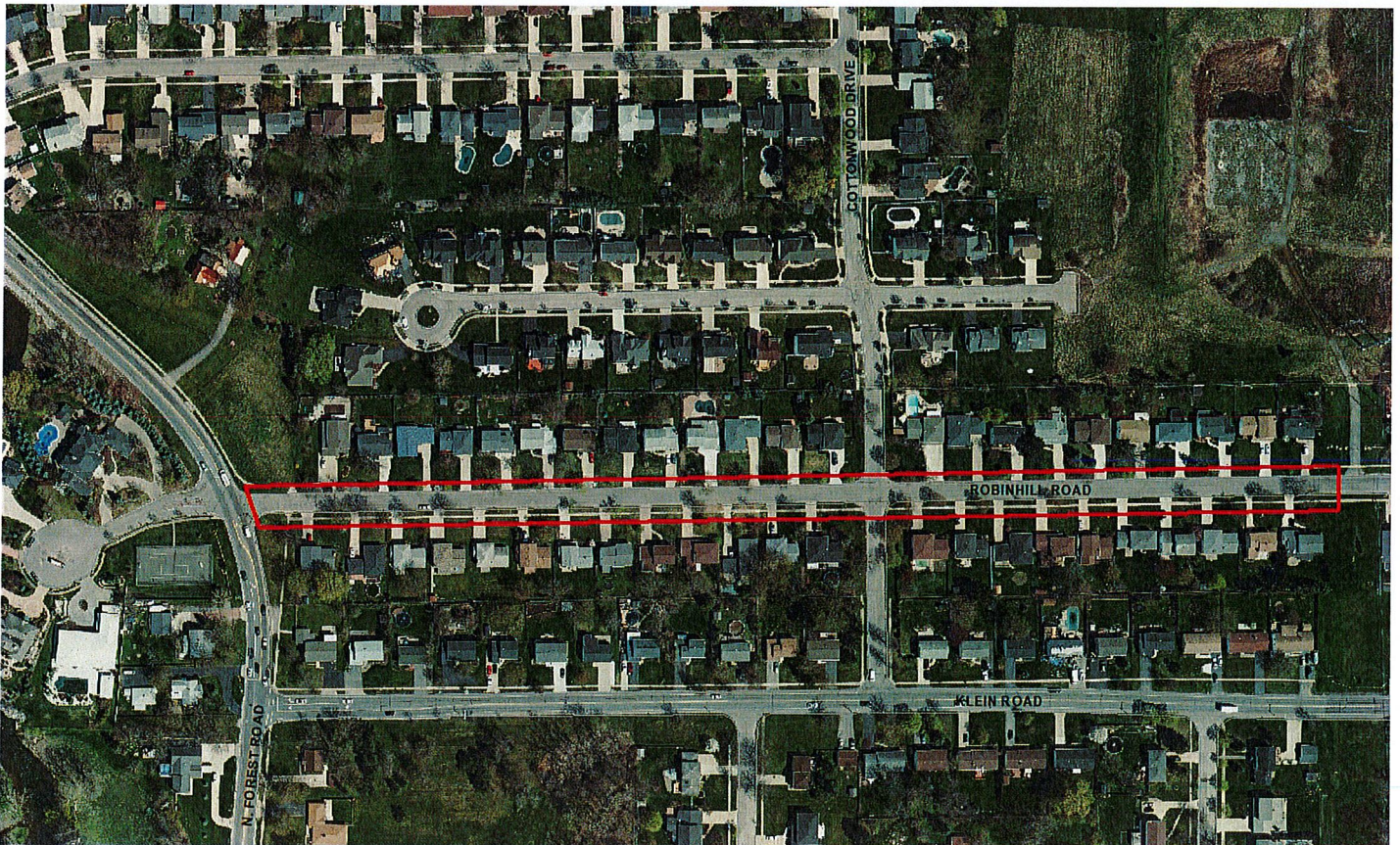


EXHIBIT 2: ROBINHILL ROAD

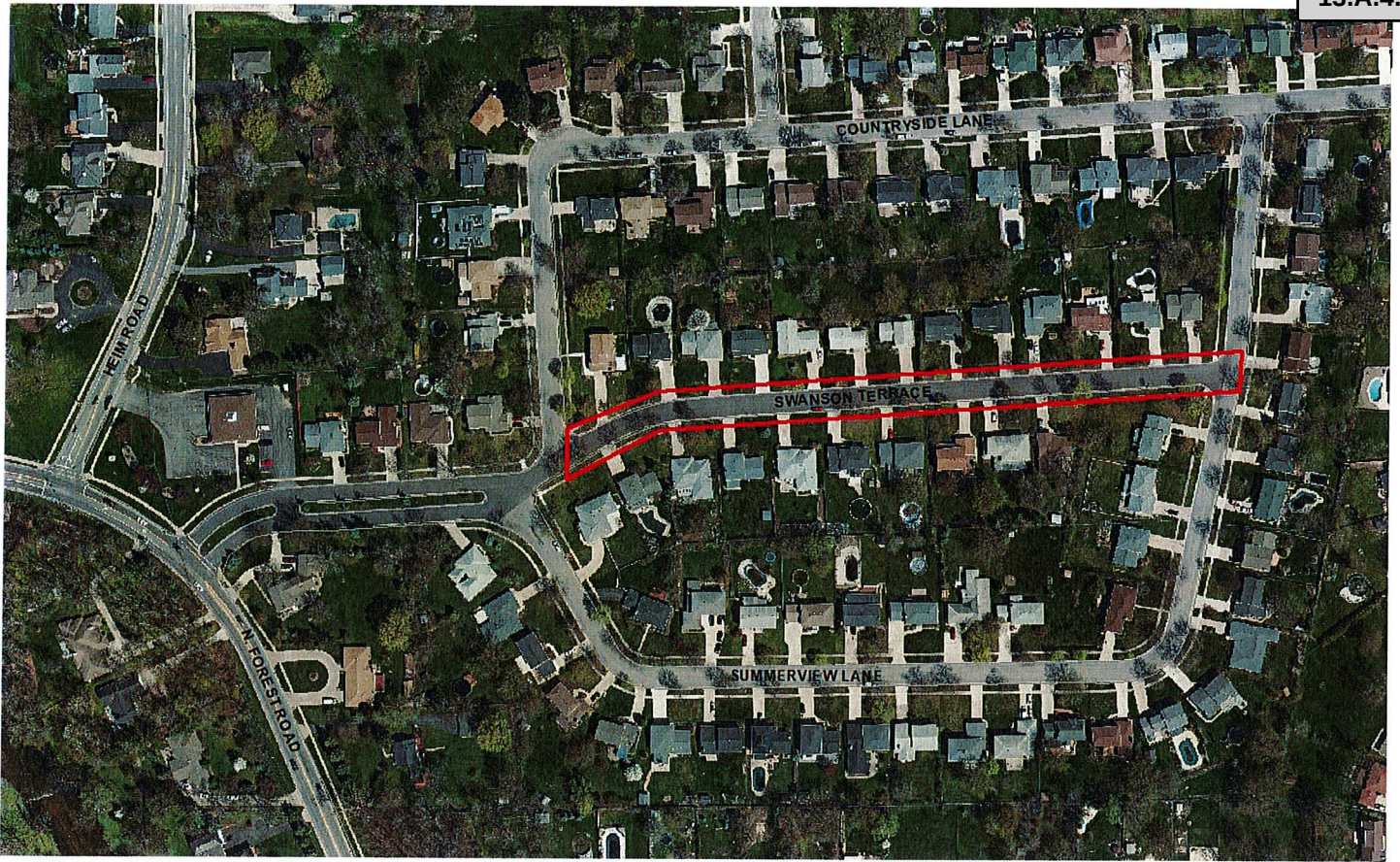


EXHIBIT 3: SWANSON TERRACE


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27216

RESOLUTION 2023-228
ADOPTED

Proposal and Engagement Letter - Cohen Law Group (Charter Franchise Renewal Services) (CRS #3871)

AGENDA ITEM : MARCH 6TH, 2023

TO: Town Board

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

DATE: March 1, 2023

RE: Proposal and Engagement Letter With Cohen Law Group
 (Charter Franchise Renewal Services) (CRS #3871)

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

RESOLVED, that the Town Board authorizes the Supervisor to execute the attached Engagement Letter and Proposal Agreement pending successful completion of the Contract Routing System (CRS).

Thank you.

MAP:nmb

Attachment

c: Tim Koller, Deputy Town Clerk
 (w/attachment, **Agenda Item - March 6, 2023**)

3/6/2023

Consent

FINANCIAL IMPACT:

As detailed in the Engagement Letter and as more specified in the proposal.

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



February 13, 2023

Martin A. Polowy
 Town Attorney
 Town of Amherst
 Amherst Municipal Building
 5583 Main Street
 Williamsville, New York 14221

RE: Town of Amherst: Engagement for Charter Franchise Renewal Services

Dear Marty:

Thank you for requesting a proposal for cable franchise renewal negotiations with Charter of New York LLC ("Charter"). This engagement is made pursuant to the Proposal to Perform Cable Franchise Renewal Services with Charter ("Proposal") dated February 13, 2023. In addition to the introduction, project benefits and professional background of our firm, the Proposal includes our recommended scope of services and cost of services for this project. The flat fee for the project is \$11,900.

We bill in three installments, with the first one-third due upon invoice at the commencement of the project, the second one-third due at the middle of the project, and the final one-third due at the conclusion of the project. The flat fee does not include extraordinary services outside the scope of services as detailed in the proposal. It also does not include expenses, such as postage, copying costs, which are kept to a minimum. We ask that our bills be paid within 30 days of receipt. If the terms of this engagement are acceptable, please sign this letter and email a copy back to me. Thank you again for your consideration.

Sincerely yours,

Accepted on Behalf of the Town of Amherst:

Signature: _____

Daniel S. Cohen

Print: _____

Title: _____

Date: _____



**PROPOSAL TO PERFORM CABLE FRANCHISE
RENEWAL SERVICES WITH CHARTER**

submitted to the

TOWN OF AMHERST

by the

COHEN LAW GROUP

**413 South Main Street
Pittsburgh, PA 15215**

www.cohenlawgroup.org

(412) 447-0130

February 13, 2023

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III. SCOPE OF SERVICES	7
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V. COST OF SERVICES.....	10

I. INTRODUCTION

The Cohen Law Group (“CLG”) welcomes this opportunity to submit a proposal for legal services to assist the Town of Amherst (the “Town”) in cable franchise renewal negotiations with Charter of New York LLC (“Charter”).¹ The Town’s current franchise agreement with Charter, which was negotiated in 2008 with Charter’s predecessor, Time Warner Cable, will expire on December 14, 2023. As such, now is the time to begin the franchise renewal process.

There have been dramatic changes in video technology since the inception of the Town’s franchise agreement with Charter 14 years ago, including the enhancement of digital technology, increased high definition, expansion of video-on-demand, and, perhaps most important, internet-based video programming (sometimes referred to as video streaming or “over-the-top” technology) such as Netflix, Hulu and Disney+.

In addition, there have been major changes in the franchise operations of Charter as the company is experiencing more competition today than it did even a few years ago. Finally, there have been important changes in federal regulations applicable to cable franchising. For example, the Federal Communications Commission (“FCC”) recently issued its 2019 *Third Report and Order*, which made fundamental changes to the cable franchise process.

We recommend that the Town negotiate a new agreement with Charter that addresses the changes since the last franchise and increases the financial and legal benefits for the Town. Our law firm is currently assisting the Town in franchise fee audits of Charter and Verizon, as well as franchise renewal negotiations with Verizon. We would welcome the opportunity to represent the Town in franchise renewal negotiations with Charter.

¹ The marketing name of Charter is Spectrum. We expect that the operative legal entity will for this franchise renewal will be Charter of New York LLC.

Municipal officials have three critical roles when it comes to renewing (or, in the rare circumstance, not renewing) a cable franchise. First, municipal officials are effectively the landlords of their cable company. The cable company utilizes the municipality's public rights-of-way to operate its cable system. Municipal officials manage those rights-of-way as a public trust and are entitled to a fair return for the cable company's use of those public properties.

Second, municipal officials have an obligation to protect and advance the interests of their residents. This means not only getting the best possible services from the cable operator today, but also doing everything possible to prepare for the future. The field of telecommunications changes very rapidly. A cable franchise agreement must provide for the benefits available from existing technologies as well as those that may become available from future technologies.

Third and finally, municipal officials are consumers of telecommunications services in all three forms -- voice, video and data. From internet access at the Town Hall to television service at the Fire Companies, municipalities use a wide range of telecommunications services. They are entitled, therefore, to the most efficient, state-of-the-art services at the best possible prices.

CLG is uniquely qualified to represent Amherst in cable franchise renewal negotiations with Charter. For 25 years, our law firm has specialized in cable franchise matters on behalf of local governments, and we have negotiated more franchise agreements than any other law firm in New York and surrounding states. We have represented over 500 municipalities in six states in negotiations with their cable companies. We have also negotiated many franchise agreements with Charter. We know the company's negotiator assigned to Amherst, its corporate franchise policies, and its negotiating strategy.

The principal of the firm is Dan Cohen. He has assisted local governments in cable, wireless, and broadband issues for over 25 years. He is Co-Chair of the Policy & Legal Committee for the

National Association of Telecommunications officers and Advisors (“NATOA”), which is the national organization that advocates for local governments in these fields. Aside from his credentials as a telecommunications attorney, Mr. Cohen is especially qualified to represent municipalities, because he was a municipal official himself. As a member of the Pittsburgh City Council for 12 years prior to founding CLG, he understands the practical needs and the financial constraints facing municipal officials. In addition, CLG has a strong team of attorneys that include attorney Phil Fraga, Stacy Browdie, Mike Roberts, and Joel Winston.

CLG has developed a three-step approach to cable franchise renewal projects. The first step is to identify the client’s specific needs. Since clients’ needs often become better defined as the negotiation progresses, we maintain flexibility to achieve a franchise agreement that accomplishes the client’s specific goals. Second, our attorneys negotiate firmly and deliberately with the cable operator in order to reach agreement in a timely fashion. Finally, our attorneys work efficiently to achieve agreements that are cost effective for the client. We are keenly aware of the fiscal constraints facing municipalities, and focus, therefore, on keeping attorneys’ fees and costs as low as possible.

II. POTENTIAL FRANCHISE BENEFITS

There are significant benefits available to municipalities in a cable franchise renewal agreement. The key to receiving these benefits is to know the law and regulations relating to each benefit and to negotiate firmly to obtain them from the cable operator. The following is a list of some of the more important potential benefits:

1. **Franchise Fee Revenue.** Under federal law, municipalities may assess a franchise fee of up to five percent (5%) of the cable company’s “gross revenues” for cable services derived from their municipality. The central subject of negotiation with the cable operator is the specific

revenue sources to be included in the definition of “gross revenues”.

CLG has developed a comprehensive list that now includes 27 eligible revenue sources. The Town’s current agreement with Charter includes only 8 revenue sources. The addition of new revenue sources in the renewal agreement will increase Charter’s franchise fee revenue to the Town. Please note that franchise fees are passed through to cable customers as a separate line item on their bills.

2. **Franchise Fee Accountability.** In addition to franchise fee revenue, municipalities should also require franchise fee accountability. In a franchise agreement, these include: a) detailed franchise fee verification reports; b) the right to conduct comprehensive franchise fee audits with penalties for underpayments; and c) strong protections against franchise fee reductions due to bundled service plans.
3. **Service to Unserved Areas.** Depending on whether there are any Charter unserved areas in the Town, it is important to negotiate a time frame for completing the build-out of the cable system to those areas. The new agreement should also include the lowest possible density number (number of homes per mile necessary for the cable operator to extend the cable system to those areas) and a strong line extension policy in the franchise agreement.
4. **Customer Service Standards.** In a franchise agreement, municipalities may impose customer service standards on the cable company to which the company must adhere. It is important to include

comprehensive and enforceable standards, including but not limited to, telephone answering time limits for customer service representatives, refunds for service interruptions, rules for resolving customer billing disputes, time limits for cable technicians to arrive at your home, and a prohibition against the premature application of late fees.

5. Public, Educational and Governmental (PEG) Channels.

Municipalities have a legal right under federal law to dedicated channel space for public, educational and governmental (“PEG”) programming. If Amherst has an active PEG channel, then it is important to add technical enhancements in the renewal agreement, including but not limited to, high definition (HD) format, commercial broadcast quality, distribution of the PEG signal to all cable customers, and electronic program guide titles for PEG programs.

- 6. PEG Financial Support.** If the Town has an active PEG channel, it may also be eligible for a cash grant from Charter for PEG capital expenditures. In order to obtain a grant, the Town would need to prepare a PEG needs report to present to Charter. The needs report would include a narrative regarding the channel and the Town’s plans for future channel programming. It would also include an equipment list and pricing that would constitute the Town’s grant request.² **Note that the Town secured \$164,000 from Charter in the last franchise**

² If requested by the Town, we would prepare the PEG needs report in consultation with Town officials and present the report to Charter to obtain a PEG financial grant. Please note that the preparation of the report is not included in the flat fee below and would require an additional fee as detailed in Section V below.

negotiation. As with franchise fees, PEG support grants are passed through to cable customers as a separate line item on their bills.

7. **Courtesy Services.** It is common in a franchise agreement for cable companies to provide complimentary cable service to municipal facilities, schools, and libraries. The major subject of negotiation is typically the facilities that will receive the service and the level of service received. Please note that this benefit will be significantly impacted by the FCC's 2019 *Third Report and Order*.
8. **Reporting Requirements.** It can be helpful to the Town to obtain periodic information from the cable operator related to financial and customer service issues. A franchise agreement may require the cable operator to provide written reports to the Town on such matters as franchise fee verification, customer complaints, and as-built maps.
9. **Enforcement.** Once the cable operator agrees to provide certain benefits, the Town must be able to enforce these obligations. It is essential to include strict and practical enforcement tools to ensure the company's faithful performance of its obligations under the agreement. These tools may include, but are not limited to, monetary fines (liquidated damages), a substantial performance bond and the right to revoke the franchise in extreme circumstances.
10. **Competitive Equity.** Cable operators typically request that, if the Town grants a franchise to another cable company (e.g. Charter), then that franchise agreement cannot be more favorable to the competitor

than the current agreement is to Charter. While in theory this is a fair principle, in practice it can impede cable competition. We will ensure that any such provision does not result in such an outcome.

11. **Length of Term.** Because telecommunications technology changes so rapidly, municipalities typically seek a shorter length of term in the franchise renewal agreement. Cable companies typically, but not always, seek longer terms to protect their capital investment in the cable system. The difference between these two positions is resolved through negotiation. **CLG believes that the term of 15 years in the current Charter agreement is too long.**

III. SCOPE OF SERVICES

The following is the scope of services that the Cohen Law Group will perform if hired to assist the Town of Amherst in cable franchise renewal with Charter.

A. Preliminary Setting of Priorities

We will first arrange a virtual meeting with Town officials to kick off the project. We will describe the cable franchise process, including the formal and informal processes prescribed by the federal Cable Act. We will also inform the officials regarding the substantive areas in which the Town has legal authority over the cable operator and those areas in which its authority is limited. We will also outline the potential financial and other benefits available to the Town and solicit the concerns of the officials with respect to Charter. Finally, we will provide the Town with public notice and written talking points for a public hearing on cable franchise renewal. Section 626 of the Cable Act includes a “notice and comment” requirement, and we typically recommend that this requirement be satisfied by a public hearing inviting citizen input.

B. Drafting of Proposed Agreement

After the franchise fee audit of Charter and the setting of priorities stage outlined above are completed, our attorneys will draft a proposed cable franchise agreement on behalf of the Town. The agreement will provide the Town with all of the benefits and legal protections to which it is entitled under current law and technology. The proposed agreement will include the results of the setting of priorities stage, as well as our judgment as to the legal provisions that would advance the Town's interests and meet its future cable-related needs. We will then submit the draft agreement to the Town for informal review and comment. Any suggested changes will be incorporated into the agreement and the proposed agreement will be presented to representatives of Charter.

C. Negotiation with Cable Operator

The most important stage in the process is negotiating a franchise renewal agreement with representatives of Charter. CLG has negotiated many agreements with Charter on behalf of local governments. We know the company's negotiator assigned to Amherst, its corporate franchise policies, and its negotiating strategy. The working document for these negotiations will be the draft franchise agreement prepared by CLG. We will preserve the Town's legal rights under the formal process, but negotiate with Charter under the informal process outlined in the federal Cable Act.

The negotiation typically consists of conference call negotiations with Charter counsel, status conferences with the client, multiple revisions of the proposed franchise agreement, redrafting specific franchise agreement provisions, editing the final draft of the cable franchise agreement and finalizing the document for consideration by the Town Board.

D. Consideration by the Town Board

After tentative agreement with Charter has been reached, CLG will report to the Town on the substantive provisions of the deal. Specifically, we will present the Town with the final cable

franchise agreement (and any side agreements) negotiated by the parties and recommended by CLG. We will also draft an executive summary of the major provisions of the final agreement. Finally, we will draft a resolution authorizing approval of the agreement for consideration by the Town Board.

IV. PROFESSIONAL BACKGROUND

The Cohen Law Group specializes in representing municipalities in cable, wireless, and broadband matters. Collectively, our attorneys have worked on cable franchise issues on behalf of municipalities for over 60 years. CLG has represented over 500 local governments in six states in negotiations with cable companies. We have also negotiated hundreds of agreements with Charter.

CLG's full array of legal services includes the following:

- Drafting cable franchise agreements
- Cable franchise renewal negotiations with cable companies
- Franchise fee audits
- Cable compliance reviews
- Drafting of wireless facilities ordinances
- Negotiation with cellular tower and antenna companies
- Wireless facility litigation
- Drafting of right-of-way ordinances and development of right-of-way fees
- Right-of-way management and enforcement
- Drafting pole attachment agreements
- Pole attachment negotiations with cable and telephone companies
- Broadband expansion planning and funding

As an active member of the NATOA, the national organization that advocates for local governments in telecommunications matters, CLG stays current with frequent changes in cable, wireless, and broadband law. Dan Cohen is currently Co-Chair of NATOA's Policy and Legal Committee. CLG attorneys have published articles on cable and wireless matters. They are also frequent speakers at municipal conferences.

Prior to providing professional counsel to municipalities on cable and telecommunications matters, Dan Cohen served as an elected municipal official for 12 years on the Pittsburgh City

Council. He served as Chair of City Council's Cable Television Committee for 10 years and also served on the Mayor's Telecommunications Committee. He led Pittsburgh's efforts to regulate cable rates, which resulted in a refund ordered by the FCC for all City of Pittsburgh cable customers. Mr. Cohen graduated from Yale University and Stanford Law School.

Attorney Phil Fraga served as assistant general counsel to a major cable company and was counsel for two telecommunications companies prior to joining CLG in 2006. Mr. Fraga has negotiated hundreds of cable franchise agreements with cable providers, including numerous agreements with Charter. He has undergraduate degrees from Bethany College (finance) and Carlow College (accounting), an MBA from the University of Steubenville, and a law degree from the Duquesne University School of Law. In addition to Mr. Cohen and Mr. Fraga, CLG includes a strong team of qualified and experienced attorneys, Stacy Browdie, Mike Roberts, and Joel Winston.

V. COST OF SERVICES

The following represents the cost of services if the Town engages CLG to conduct cable franchise renewal negotiations with Charter. We propose to perform these services on a flat fee basis, because our significant experience in negotiating cable franchise agreements lends predictability to our efforts on behalf of the Town. In addition, a flat fee provides "price certainty" to the Town. Our flat fee for this project is as follows:

Flat Fee for Franchise Renewal Negotiations with Charter: \$11,900

The flat fee does not include the unlikely possibility of extraordinary services requested by the Town outside the scope of services contained in this proposal or any significant unforeseeable developments. As discussed in Sections II.6 above, if the Town has a PEG channel and wishes to

obtain a PEG grant from Charter, there will be an additional fee of \$1,200 for CLG to obtain the relevant information and prepare a PEG needs assessment report to present to Charter.

The flat fee also does not include any in-person meetings with Town officials in Amherst. In the event of any extraordinary services or requests for in-person meetings, CLG will contact the Town to discuss them prior to rendering services related to such developments. If such services are authorized, CLG would charge an hourly fee of \$300 per hour. Our travel rate is one-half of our standard rate or \$150 per hour. Finally, the flat fee above does not include expenses, such postage and copying expenses, which are kept to a minimum.

Our billing policy is to bill one-third of the fee at the commencement of the project, one-third at the middle of the project, and one-third at the conclusion of the project. Thank you for the opportunity to submit this proposal.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Samuel A Alba**
 Co-Sponsored by:

DOC ID: 27214

RESOLUTION 2023-229

ADOPTED

Authorization to File Small Claims Action

AGENDA ITEM : MARCH 6TH, 2023

TO: Town Board

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

DATE: March 1, 2023

RE: Authorization To File Small Claims Action
 Town of Amherst v. State Farm a/s/o Weber

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

WHEREAS, that the insurance carrier for the insureds denied the Town's claim against it in the amount of \$2134.39; and

WHEREAS, that the Town Attorney has determined that the insured was at fault;

RESOLVED, that the Town Board authorizes the Town Attorney's Office to file a small claims action against State Farm.

SJS:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item : March 6, 2023**)

3/6/2023

Consent

FINANCIAL IMPACT:

Revenue

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: 03/06/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27213

RESOLUTION 2023-230
ADOPTED

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

AGENDA ITEM : MARCH 6TH, 2023

TO: Town Board

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

DATE: March 1, 2023

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

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

WHEREAS, the Town Board authorizes settlement of the above matter in the amount of \$60,000.00, said amount representing full and final settlement;

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

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

SJS:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item : March 6, 2023**)

3/6/2023

Consent

FINANCIAL IMPACT:

P1915.4110 - \$60,000

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: 03/06/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Samuel A Alba**
 Co-Sponsored by:

DOC ID: 27228

RESOLUTION 2023-231

ADOPTED

Settlement of Article 7 Matter - Noor M. Shah V. Town of Amherst

AGENDA ITEM : MARCH 6TH, 2023

TO: Town Board

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

DATE: March 1, 2023

RE: Settlement of Article 7 Matter
 Noor M. Shah 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 : March 6TH, 2023**)
 Emily Murphy, Town Assessor

3/6/2023

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. HENRY NOWAK

**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 NOOR M. SHAH

**CONSENT ORDER
AND JUDGMENT**

Petitioner,

-VS.-

Index Nos.:
809678/2021
808305/2022

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 499 N Forest Rd in the said Town of Amherst for
the 2021-22 and 2022-23 Tax Years.

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 499 N Forest Rd (SBL #68.15-3-16) in the Town of Amherst, County of Erie and State of New York for the tax years 2021-22 and 2022-23, and

WHEREAS these proceedings have duly come before an IAS Term of this Court, and Kavinoky Cook LLP, Ryan J. White, 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 this proceeding, it is hereby

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #68.15-3-16 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
2021-22	\$1,322,000
2022-23	\$1,322,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #68.15-3-16 shall be based on a fair market value of \$1,000,000 for the 2023-24, tax years and shall be calculated as follows:

Assessment Year	Assessment
2023-24	\$1,000,000 multiplied by the uniform percentage of value stated on the 2023-24 assessment roll

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #68.15-3-16 shall be based on a fair market value of \$1,350,000 for the 2024-25, 2025-26 and 2026-27, tax years and shall be calculated as follows:

Assessment Year	Assessment
2024-25	\$1,350,000 multiplied by the uniform percentage of value stated on the 2024-25 assessment roll
2025-26	\$1,350,000 multiplied by the uniform percentage of value stated on the 2025-26 assessment roll
2026-27	\$1,350,000 multiplied by the uniform percentage of value stated on the 2026-27 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 the provisions of Section 727 of the Real Property Tax Law shall apply to this settlement except that Subsection 2(a) and Subsection 2(b) thereof shall not apply, and it is further

STIPULATED, ORDERED and ADJUDGED, that in the event that the Assessor for the Town of Amherst assesses SBL #68.15-3-16 for any stated year at a level higher than provided for 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 Consent, Order and Judgment by whatever means provided by law, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Consent, 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 Consent, 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 Consent, 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: _____
Ryan J. White, 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

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. HENRY NOWAK

ENTER:



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Samuel A Alba**
 Co-Sponsored by:

DOC ID: 27232

RESOLUTION 2023-232

ADOPTED

Settlement of Article 7 Matter - Manufacturers and Traders Trust Company V. Town of Amherst

AGENDA ITEM : MARCH 6TH, 2023

TO: Town Board

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

DATE: March 1, 2023

RE: Settlement of Article 7 Matter
 Manufacturers and Traders Trust Company 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 Settlement Agreement; and

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

Thank you.

SAA:rms

Attachment

c: Tim Koller, Deputy Town Clerk
 (w/attachment, **Agenda Item : March 6TH, 2023**)
 Emily Murphy, Town Assessor

3/6/2023

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 of

MANUFACTURERS AND TRADERS TRUST
COMPANY,

Petitioner,

CONSENT ORDER

v.

Index No.:
808422-2022

ASSESSOR OF THE TOWN OF AMHERST
and THE TOWN OF AMHERST,

Respondents,

Tax Identification
Numbers:

For a Judicial Review of Real Property Tax Assessments
under Article 7 of the Real Property Tax Law.

54.03-1-17
81.03-4-1.111

WHEREAS, Petitioner Manufacturers and Traders Trust Company (“Petitioner”) has commenced the above-referenced proceeding under Article 7 of the Real Property Tax Law to review the assessment of a certain parcels of real property located in the Town of Amherst (“Town”), County of Erie, on the Town’s 2022 assessment roll; and

WHEREAS, in the 2022 action Petitioner challenged the assessment of certain parcels of real property located at 1205 Niagara Falls Boulevard (described on the Town’s assessment roll as Tax Map Parcel Number 54.03-1-17) and 1120 Wehrle Drive (Tax Map Parcel Number 81.03-4-1.111), both in the Town of Amherst (the “Subject Property”); and

WHEREAS, it is now proposed that the proceeding be settled with respect to the Subject Property upon the terms and conditions set forth in the Settlement Agreement entered into between the attorneys for the respective parties; and

NOW, on the joint motion of the attorneys for Petitioner, Chalifoux Law, PC, Sheila M. Chalifoux, Esq., and the attorneys for Respondents, Samuel A. Alba, Esq., Senior Deputy Attorney for the Town of Amherst; it is hereby

ORDERED AND ADJUDGED that the proposed settlement as set forth in the Settlement Agreement executed by the attorneys for the respective parties be, and the same hereby is, determined to be reasonable, just and in the best interests of the Town of Amherst, and that the same be, and hereby is, approved; and it is further

ORDERED AND ADJUDGED that the officials of the Town of Amherst, County of Erie, Sweet Home Central School District and every other taxing entity, district or municipal corporation having custody of, or levying taxes upon the basis of the 2022 assessment roll ("Taxing Entities") or any copies thereof, are authorized and directed to make changes to the entries on the tax roll, tax record cards and other property records that are necessary to correct said assessment pursuant to the terms of the Settlement Agreement; and it is further

ORDERED AND ADJUDGED that Petitioner has agreed to waive refunds resulting from the corrected assessment that are due from the Sweet Home School District but is entitled to collect refunds due from the Town of Amherst, County of Erie and any applicable special districts as a result of the above change in the 2022 assessment.

ORDERED AND ADJUDGED that this Judgment and Order be entered and docketed in the Erie County Clerk's Office, and that a true copy thereof, with Notice of Entry thereon, together with a true copy of the Settlement Agreement, be filed among the permanent records of the Assessor of the Town of Amherst; and it is further

ORDERED AND ADJUDGED that the 2022 proceeding is discontinued without costs or disbursements against either party.

Dated: March __, 2023
Buffalo, New York

Honorable John B. Licata,
Erie County Supreme Court Justice

ENTERED:

STATE OF NEW YORK
SUPREME COURT COUNTY OF ERIE

In the Matter of the Application of

MANUFACTURERS AND TRADERS TRUST
COMPANY,

Petitioner,

**SETTLEMENT
AGREEMENT**

v.

**Index No.:
808422-2022**

ASSESSOR OF THE TOWN OF AMHERST
and THE TOWN OF AMHERST,

Respondents,

Tax Identification
Numbers:

For a Judicial Review of Real Property Tax Assessments
under Article 7 of the Real Property Tax Law.

54.03-1-17
81.03-4-1.111

WHEREAS, Petitioner Manufacturers and Traders Trust Company (“Petitioner”) has commenced this proceeding under Article 7 of New York’s Real Property Tax Law (“RPTL”) for the 2022-2023 tax year, by which Petitioner sought to obtain judicial review and reduction of the 2022 assessment of certain parcels of real property located in the Town of Amherst, County of Erie, State of New York, located at 1205 Niagara Falls Boulevard (described on the Town assessment roll as Tax Map Parcel Number 54.03-1-17) and 1120 Wehrle Drive (Tax Map Parcel Number 81.03-4-1.111), both in the Town of Amherst (the “Subject Property”) which are the subject of this Settlement Agreement; and

WHEREAS, the parties entered into settlement negotiations attempting to resolve their differences in this proceeding, and

WHEREAS, after due consideration of all material facts, the parties have agreed to resolve their differences without further litigation and to terminate the within proceeding;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the respective parties hereto as follows:

1. The 2022 assessment for the 1205 Niagara Falls Boulevard shall be reduced as follows:

Assessment Year	Original Assessment	Revised Assessment
2022	\$1,600,000	\$1,400,000

2. Petitioner waives refunds that would be due from the Sweet Home Central School District as a result of the change in the 2022 assessment. Petitioner is entitled to collect refunds that would be due from the Town of Amherst, County of Erie and any applicable special districts as a result of the above change in the 2022 assessment.

3. The 2022 assessment for the 1120 Wehrle Drive property shall remain unchanged.

4. It is further specifically agreed by and between the parties that the provisions of RPTL §727 will apply to this proceeding, except that the exceptions referenced in §727(2)(a) and §727(2)(b) with respect to revaluations will not apply and that the assessment of the 1205 Niagara Falls Boulevard shall not exceed \$1,400,000 on the 2023, 2024 and 2025 assessment rolls and Petitioner agrees not to file judicial petitions challenging the assessment of the Subject Property and also not to file any administrative grievances with the Board of Assessment Review in 2023, 2024 and 2025, if the assessment of the 1205 Niagara Falls Boulevard shall not exceed \$1,400,000.

5. That each and every taxing entity levying and collecting taxes upon the basis of the 2022 assessment roll are directed to make changes to correct said assessment pursuant to the terms of the Settlement Agreement.

6. The parties agree that this Settlement Agreement is in their best interest, and that it is made only for the purpose of resolving pending litigation in order to avoid the expenses incident to such litigation and for such other reasons as the parties deem material. In no event shall the Settlement Agreement, or the contents thereof, be offered to or admitted in these proceedings if prosecution thereof is carried forward, or in any other proceeding by the parties or third parties, as competent evidence of any fact.

4. The parties agree that the 2022 pending proceeding shall be discontinued, and that a Judgment and Order incorporating the terms of this Settlement Agreement may be entered.

Dated: March __, 2023

TOWN OF AMHERST

By: _____
 Samuel A. Alba, Esq.
 Senior Deputy Attorney
 Town of Amherst
 Amherst Municipal Building
 5583 Main Street
 Williamsville, New York 14221
 (716) 631-7037

Dated: March __, 2023

CHALIFOUX LAW, PC

By: _____
 Sheila M. Chalifoux, Esq.
 Attorneys for Petitioner
 15 Fishers Road, Suite 125
 Pittsford, New York 14534
 (585) 485-0512

Dated: March __, 2023

GROSS SHUMAN, P.C.

By: _____

John K. Rottaris, Esq.
Attorney for the Intervenor
Sweet Home Central School District
465 Main Street, Suite 600
Buffalo, New York 14203
(716) 854-4300

Dated: March __, 2023

BENGART & DEMARCO, LLP

By: _____

James DeMarco, Esq.

Attorneys for the County
2655 Sheridan Drive
Tonawanda, New York 14150


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 27175

RESOLUTION 2023-233
ADOPTED

New Firefighter for Swormville Fire Company

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

Luke Bushorr
 13 Stormy Way
 East Amherst, NY 14051

3/6/2023

Consent

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



Swormville Fire Company

13.B.1.a

6971 Transit Rd
East Amherst, New York 14051
Phone: (716) 688-7055 Fax: (716) 688-4736

STATEMENT OF VOLLUNTEER FIRE COMPANY OFFICIAL

Luke Bushorr
(Name)

13 Stormy Way
(Address)

E. Amherst, NY 14051

The address of the applicant listed above is within the fire protection district or territory protected by such Fire Protection District to which he / she is applying, namely **Swormville Fire Company**. We have verified the applicant's residence address were applicable by examining their driver's license or other document such as a lease, utility bill, paystub, or other suitable document.

Craig Swanson
(Craig Swanson, Membership Committee)

Date: 2 / 9 / 23

Attachment: DOC020923-02092023125938 (RES-2023-233 : New Firefighter for Swormville Fire Company)



Swormville Fire Company

13.B.1.a

6971 Transit Rd
East Amherst, New York 14051
Phone: (716) 688-7055 Fax: (716) 688-4736

Clerk- Francina J Spoth
Town of Amherst
5583 Main St.
Williamsville, NY 14221

Dear, Francina Spoth

Please allow this letter to serve as notification that the following individual has joined the Swormville Fire Company as an active member. Please add their information to your records.

Luke Busharr
(Name)

13 Stormy Way
(Address)

E. Amherst, N.Y. 14051

The residency verification forms are enclosed. I can be reached at (716) 206-2540 with any questions.

Thank you for your assistance in this matter.

Sincerely,

Craig L. Swanson
Membership Committee

Attachment: DOC020923-02092023125938 (RES-2023-233 : New Firefighter for Swormville Fire Company)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 27221

RESOLUTION 2023-234
ADOPTED

New Firefighters for Getzville Fire Company

New firefighters for the Getzville Fire Company. Garry Daigler lives in the Town of Clarence and works in the fire district. Ryan Standish lives in the Town of Amherst and resides within the fire district.

Garry Daigler
 8265 Wolcott Rd.
 East Amherst, NY 14051

Ryan Standish
 33 Plumwood Ct.
 East Amherst, NY 14051

3/6/2023

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: GARRY R DAIGLER

Applicant Home Address: 8265 WOLCOTT ROAD

Under penalty of perjury I, GARRY R DAIGLER affirm I am an
 applicant to be a member of the, GETZVILLE FIRE CO (fire dept.)
 and my address of residence is listed above.

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

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

Signature of Applicant: _____

Garry R Daigler

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: _____

Date: _____

Corporate Secretary

3/1/23

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

Attachment: daigler residency (RES-2023-234 : New Firefighters for Getzville Fire Company)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Ryan Standish
 Applicant Home Address: 33 Plumwood Ct, East Amherst, NY 14051

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

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

Signature of Applicant: 

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

Signature: 

Title: Corporate Secretary

Date: 3/1/23

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

Attachment: standish residency (RES-2023-234 : 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: 03/06/23 07:00 PM
 Department: Building/Building Maintenance
 Initiated by: **Mark S. Berke**
 Co-Sponsored by:

DOC ID: 27200

RESOLUTION 2023-235
ADOPTED

Request to Schedule Public Hearing - Demolition of 88 Smallwood Dr.

WHEREAS, the property at 88 Smallwood Drive has been deteriorating for a significant period of time; and

WHEREAS, the Commissioner of Building has determined that in accordance with Section 151-56A of the Property Maintenance Code of the Town of Amherst, the dwellings have become so out of repair as to be dangerous, unsafe, insanitary, or otherwise unfit for human habitation or occupancy, and that it is unreasonable to repair the structures, that the dwellings should be demolished; and

WHEREAS, the Commissioner of Building further recommends that in accordance with Section 151-53 of the Property Maintenance Code, the appropriate persons and entities should be put on notice that the dwelling and accessory structures must be either demolished or brought into compliance with all applicable codes by the Town Board meeting held on May 22, 2023, otherwise the Town of Amherst will proceed with demolition and place the attendant costs on the property owner;

NOW THEREFORE BE IT RESOLVED that the Town Board hereby schedules a public hearing for the Town Board meeting held on May 22, 2023, for the purpose of considering the demolition of the dwelling at 88 Smallwood Drive, Amherst, New York 14226.

3/6/2023

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: 03/06/23 07:00 PM
 Department: Comptroller
 Initiated by: **Daryl Bramer**
 Co-Sponsored by:

DOC ID: 27218

RESOLUTION 2023-236

ADOPTED

Budget Transfers and Amendments

For March 6, 2023 Town Board Agenda

To: Town Board
 From: Office of Town Comptroller
 Date: 3/1/2023
 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:

A1681.1000 IT - Personal Services \$10,625.00
 A1681.8030 IT - FICA \$812.81

To transfer personal services from IT to Town Clerk for Records Inventory Clerk.

G9916.1000 Plant 16 - Personal Services \$6,699.15
 G9916.8030 Plant 16 - FICA \$512.47

To record a budget transfer to transfer funds into Liability (P) Fund for a settlement.

TO:

A1410.1000 Personal Services \$10,625.00
 A1410.8030 FICA \$812.81

G9916.9000 Interfund Transfers \$7,211.62

BUDGET AMENDMENTS - 2022

A3310.02680 Traffic Control - Ins. Proceeds \$48,259.85

A3310.4430 Miscellaneous \$48,259.85

To record a budget amendment for insurance proceeds and increase expenditures for damage done to a traffic signal.

BUDGET AMENDMENTS - 2023

INCREASE:

N2223.02785 CDBG & Vg. - PI \$21,652.00
 N2225.02785 CDBG Admin. \$5,413.00

To recognize Community Development program income from 161 Little Robin, Amherst.

N2244.02785 Cheektowaga Housing Rehab - PI \$6,750.00
 N2249.02785 Cheektowaga Home Admin - PI \$750.00

To recognize Community Development program income from 261 Currier, Cheektowaga.

N2250.02785 Tonawanda HOME- PI \$6,750.00
 N2252.02785 Tonawanda Rental- PI \$750.00

To recognize Community Development program income from 456 University, Tonawanda.

KP2234.02770 Museum Improv- Other Income \$20,000.00

To accept the money received from museum in regards to KP2234 and increase budget.

INCREASE:

N2223.4000 Contractual \$21,652.00
 N2225.1000 Personal Services \$5,028.33
 N2225.8030 FICA \$384.67

N2244.4000 Contractual \$6,750.00
 N2249.4003 10% Admin \$750.00

N2250.4000 Contractual \$6,750.00
 N2252.4003 Admin \$750.00

KP2234.4972 Construction Exp \$20,000.00

A3121.03089 Police - State Aid \$230,000

To recognize state aid from Division of Criminal Justice Services from New York State for body worn cameras.

A3121.2460 Vehicle / Body Cameras \$230,000

DECREASE:

KP1621.03089 WPCF Disinfection- State Aid \$248,476.00
To reduce NYS DEC WIIA Grant to amount reimbursable.

DECREASE:

KP1621.4979 Contingencies \$248,476.00

3/6/2023

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: 03/06/23 07:00 PM
 Department: Comptroller
 Initiated by: **Daryl Bramer**
 Co-Sponsored by:

DOC ID: 27219

RESOLUTION 2023-237

ADOPTED

Interfund Loan

Please approve an interfund loan from the General Fund (A) to the Capital Fund (KP) for \$1,854,682 for Amherst Central Park KP2204. The loan will be repaid with quarterly invoicing to Erie County as per CRS #3761 Intermunicipal agreement with Erie County for Amherst Central Park.

3/6/2023

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: 03/06/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 26915

RESOLUTION 2023-238

ADOPTED

Award Bid #2022034 Town Wide Towing - CRS #3790 & 3791

WHEREAS, the Contract Compliance and Administration Department received bids on November 10, 2022 for Bid #2022034 - Town Wide Towing & Road Service; and

WHEREAS, the bid process resulted in responses from two (2) 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 Rusiniaks Service, Inc. (CRS #3790), and 9180 Transit Road Inc. DBA Becker's Towing & Recovery (CRS #3791) as outlined on the attached bid tabulation form; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with the above referenced vendors.

3/6/2023

Consent

FINANCIAL IMPACT:

Town Wide - Various Accounts - Amount TBD

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

Bid #2022034 - Town Wide Towing			
	Low Bid	Rusiniaks Service	9180 Transit Road DBA Becker's Towing
ITEM NO.	CATALOG NO/DESCRIPTION	UNIT PRICE	UNIT PRICE
	TOWING		
	Hook Up Charge		
1a	Light Duty	\$85.00	\$65.00
1b	Medium Duty	\$0.00	\$190.00/Hr.
1c	Heavy Duty	\$0.00	\$225.00/Hr.
	Flat Bed		
2a	Light Duty	\$85.00	\$65.00
2b	Medium Duty	\$115.00	\$190.00/Hr.
2c	Heavy Duty	\$130.00	No Bid
	Price Per Mile – Port to Port		
3a	Light Duty	\$5.00/Mile	\$2.50/Mile
3b	Medium Duty	\$185.00/Hr.	No Bid
3c	Heavy Duty	\$245.00/Hr.	No Bid
	BATTERY SERVICE		
	Jump Start		
4a	Light Duty	\$85.00	\$65.00
4b	Medium Duty	\$95.00 Service Charge; \$115/Hr. Port to Port	No Bid
4c	Heavy Duty	\$95.00 Service Charge; \$115/Hr. Port to Port	No Bid
	Battery Replacement		
5a	Light Duty	No Bid	Cost of battery + \$95.00/Hr.
5b	Medium Duty	\$95.00 Service Charge; \$115/Hr. Port to Port	Cost of battery + \$95.00/Hr.
5c	Heavy Duty	\$95.00 Service Charge; \$115/Hr. Port to Port	Cost of battery + \$95.00/Hr.
	LOCK OUT SERVICE		
7a	Light Duty	\$85.00	\$65.00
7b	Medium Duty	\$210.00	\$95.00
7c	Heavy Duty	\$210.00	\$95.00
	WINCHING SERVICE		
8a	Light Duty	\$125.00 + \$25/Qtr. Hr.	\$65 First Qtr. Hour + \$30/Qtr. Hour
8b	Medium Duty	\$195.00/Hr.	\$190.00/Hr.
8c	Heavy Duty	\$245.00/Hr.	\$225.00/Hr.

Notes:

Rusiniaks - Lines 1b & 1c submitted with dashes. When contacted, clarified that there is no hook up charge.

Becker's - Line 8a did not indicate in bid what the charges are after the first quarter hour. When contacted, clarified that after the first quarter hour, the price is \$30 per quarter hour.

Bid is being awarded based on type of vehicle so all items related to light duty are awarded to the same vendor, all items related to medium duty are awarded to the same vendor, and all items related to heavy duty are awarded to the same vendor.


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27187

RESOLUTION 2023-239

ADOPTED

Award Bid #2023003 Sodium Bisulfite - CRS #3881

WHEREAS, the Contract Compliance and Administration Department received bids on February 16, 2023 for Sodium Bisulfite; and

WHEREAS, the bid process resulted in responses from four (4) vendors as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award a six-month contract to PVS Chemical Solutions, Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with PVS Chemical Solutions, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the current contract expires on March 6, 2023.

3/6/2023

Consent

FINANCIAL IMPACT:

G9916-4820

Amount TBD

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

Bid #2023003 Sodium Bisulfite											
Low Bidder			Vendor Name:	Holland Company		JCI Jones Chemicals		PVS Chemical Solutions		Slack Chemical	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	12,500	GAL	Liquid Sodium Bisulfite Solution Fixed pricing to supply Liquid Sodium Bisulfite Solution as per specifications within this bid document. 6- Month Contract	\$3.28	\$41,000.00	\$2.55	\$31,875.00	\$2.35	\$29,375.00	\$3.187	\$39,837.50
1A	25,000	GAL	Liquid Sodium Bisulfite Solution Fixed pricing to supply Liquid Sodium Bisulfite Solution as per specifications within this bid document. 12-Month Contract	NO BID	NO BID	\$2.55	\$63,750.00	\$2.68	\$67,000.00	\$3.318	\$82,950.00
1B	50,000	GAL	Liquid Sodium Bisulfite Solution Fixed pricing to supply Liquid Sodium Bisulfite Solution as per specifications within this bid document. 24-Month Contract	NO BID	NO BID	\$2.55	\$127,500.00	\$3.15	\$157,500.00	NO BID	NO BID
			*The quantities listed are estimates; actual quantities will be dependent on usage.								
Notes:											
JCI Jones - Price is subject to change upon 30 days written notice.											



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**
 Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27188

RESOLUTION 2023-240

ADOPTED

Award Bid #2023005 Lift Station Generator Service - CRS #3882

WHEREAS, the Contract Compliance and Administration Department received bids on February 16, 2023 for Bid #2023005 Lift Station Generator Service; and

WHEREAS, the bid process resulted in responses from three (3) vendors, 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 Penn Power Group d.b.a. Penn Power Systems; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Penn Power Group d.b.a Penn Power Systems; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the current contract expired on January 9, 2023.

3/6/2023

Consent

FINANCIAL IMPACT:

G9916-4960 - Amount TBD.

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

Bid #2023005 Lift Station Generator Service									
Low Bidder				Emergency Power Systems		Penn Power Systems		Curtis Power Solutions	
Vendor Name:				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Item #	QTY	U/M							
1	4	EA	Lift Station #001 Ransom Oaks - Quarterly Preventive Maintenance Program	\$378.75	\$1,515.00	\$376.75	\$1,507.00	\$464.50	\$1,858.00
2	4	EA	Lift Station #006 The Pines - Quarterly Preventive Maintenance Program	\$378.75	\$1,515.00	\$376.75	\$1,507.00	\$464.50	\$1,858.00
3	4	EA	Lift Station # 013 Donna Lea - Quarterly Preventive Maintenance Program	\$378.75	\$1,515.00	\$357.50	\$1,430.00	\$464.50	\$1,858.00
4	4	EA	Lift Station #017 Meyer Road - Quarterly Preventive Maintenance Program	\$378.75	\$1,515.00	\$357.50	\$1,430.00	\$464.50	\$1,858.00
5	4	EA	Lift Station #022 Wehrle Harding - Quarterly Preventive Maintenance Program	\$378.75	\$1,515.00	\$376.75	\$1,507.00	\$464.50	\$1,858.00
6	4	EA	Lift Station #027 Willow Ridge - Quarterly Preventive Maintenance Program	\$378.75	\$1,515.00	\$376.75	\$1,507.00	\$464.50	\$1,858.00
7	4	EA	Lift Station #052 Windsor Park - Quarterly Preventive Maintenance Program	\$391.25	\$1,565.00	\$364.25	\$1,457.00	\$504.75	\$2,019.00
8	4	EA	Lift Station #053 The Meadows North - Quarterly Preventive Maintenance Program	\$422.50	\$1,690.00	\$383.50	\$1,534.00	\$504.75	\$2,019.00
9	4	EA	Lift Station #055 Dockside - Quarterly Preventive Maintenance Program	\$410.00	\$1,640.00	\$370.25	\$1,481.00	\$497.25	\$1,989.00
10	7500	%	Requested parts and/or materials in addition to items not specifically identified within this bid request, shall be charged as follows: Vendor Cost Plus ____ Mark Up	30%	\$9,750.00	30%	\$9,750.00	20%	\$9,000.00
11	120	Hours	Straight Time Hourly Labor Charge for additional work requested by the Town of Amherst	\$156.75	\$18,810.00	\$139.00	\$16,680.00	\$165.00	\$19,800.00
12	16	Hours	Overtime Hourly Labor Charge for additional work requested by the Town of Amherst	\$235.13	\$3,762.08	\$185.00	\$2,960.00	\$248.00	\$3,968.00
					\$46,307.08		\$42,750.00		\$49,943.00
NOTES:									
Penn Power: Entered same number in Unit Price column as Total column. We divided total by 4 quarterly visits for a unit price. Per Penn Power, the reason that the number in the Unit Price and Total Column are the same is because the pricing per quarterly visit varies, however, amounts shown in the Total column are correct.									


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27186

RESOLUTION 2023-241

ADOPTED

Town Wide Paint Contract - CRS #3880

WHEREAS, the Contract Compliance and Administration Department is requesting approval to use the Erie County Contract for the purchase of Paint - Erie County Bid #222374-002 with Sherwin Williams Co.; and

WHEREAS, the contract term will be through December 31, 2023;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves and authorizes the Supervisor to sign the contract with Sherwin-Williams Co., and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we are currently without a contract.

3/6/2023

Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount 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

AGREEMENT

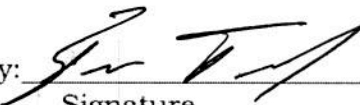
Let this document stand as an Agreement between Sherwin-Williams Co. and the Town of Amherst permitting the Town of Amherst to participate in the Erie County Paint contract Bid #222374-002 for the contract term through December 31, 2023.

Agreed to and Accepted by:

Agreed to and Accepted by:

Sherwin-Williams Co.

TOWN OF AMHERST

By: 
Signature

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Beniam Tirfe
Printed Name

Strategic Account Manager
Title

Date: 02/15/2023



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments
From: Jamie Kucewicz, Buyer
Date: February 1, 2023
Subject: PAINT – SHERWIN WILLIAMS
Bid No.: 222374-002
Effective Dates: January 1, 2023 through December 31, 2023

SHERWIN-WILLIAMS CO. (vendor #112356):

1470 Main Street
Buffalo, NY 14209
Contact: Christina Sobczynski
Phone: 716-884-2346

Brand - Sherwin-Williams

% off attached price sheet - 66%
*25% off paint supplies

Additional fees – paint care fee \$.45 per unit <1 gallon, \$.95 per unit 1-2 gallons, \$1.95 per unit >2 gallons
*fee will be on invoices but not on quotes

Attachment: Erie County Memo Sherwin Williams (RES-2023-241 : Town Wide Paint Contract - CRS #3880)



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27173

RESOLUTION 2023-242

ADOPTED

Extension of Bid #2018054 Town Wide Electrical - CRS #3861 (Original CRS #1193)

WHEREAS, Goodwin Electric Corporation has agreed to extend their contract for Bid #2018054 Town Wide Electrical, CRS #3861 (Original CRS #1193); and

WHEREAS, the original contract includes a provision which allows for an increase in labor rates at the time of extension due to an increase in prevailing wage rates, and wage rates were increased accordingly as shown in the Contract Extension Agreement (the markup for materials and parts remains the same);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Goodwin Electric Corporation for the period March 22, 2023 through March 21, 2025; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Goodwin Electric Corporation; and

BE IT FURTHER RESOLVED, that approval is contingent on successful completion of the Contract Routing System as the current contract expires on March 21, 2023 and the next Town Board meeting falls after that date.

3/6/2023

Consent

FINANCIAL IMPACT:

Town Wide - Various Accounts - Amount 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**
Deborah Bruch Bucki, RN, PhD

COUNCILMEMBERS
Shawn Lavin
Michael Szukala
Jacqueline Berger

CONTRACT EXTENSION AGREEMENT

Goodwin Electric Corporation agrees to extend the current contract with the Town of Amherst for Bid #2018054 – Town Wide Electrical (Original CRS/CMS #1193/1538).

Hourly rates, Overtime rates and Markup for materials and parts are listed below.

This contract will be extended for a two year period from March 22, 2023 through March 21, 2025.

Regular Hourly Rate:	\$99.14
Overtime Rate:	\$132.60
Markup for materials/parts:	8.95%

SIGNED:



Vendor Kiril Lazarov, President
Goodwin Electric Corporation

Brian J. Kulpa, Supervisor
Town of Amherst

DATED February 8, 2023

DATED _____


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 27230

RESOLUTION 2023-243
ADOPTED

2023-2028 CIP Amendment Highway Department Gas Pump Repairs

The Engineering Department is recommending amendment of the 2023-2028 CIP for the above mentioned project in the amount shown in the table below. This amendment will allocate adequate funding for the construction of the necessary fuel system repairs as per NYSDEC consent order requirements.

CIP No.	Project Description	2021 CIP Bond Allocation	2023 CIP Bond Allocation	Funding Source/Account
H-2 2021-2026 CIP	Gas Pump Repairs	\$550,000 (already bonded)		LD
H-12 (new) 2023-2028 CIP	Gas Pump Repairs		\$440,000 (new bond)	LD

LD = Highway Fund Bond

Please approve this amendment to the 2023-2028 CIP and reassign the funding as identified above. Please note that while the above request is not budget neutral we will continue to try to identify project bond reductions throughout the balance of 2023 in an effort to achieve budget neutrality associated with this request.

Thank you for considering this request.

3/6/2023

Consent

FINANCIAL IMPACT:

\$440,000.00 Highway Fund Bond

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: 03/06/23 07:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 27231

RESOLUTION 2023-244
ADOPTED

NARC Football Fieldhouse - Change Order No. 2 & Final Goodwin Electrical Corp CRS 3879

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by \$770.00. This change will cover the costs associated with installing an additional electric panel breaker and associated additional wiring for the hot water tank.

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

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

Thank you for considering this request.

3/6/2023

Consent

FINANCIAL IMPACT:

KP2207-4972; \$770.00

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

AIA® Document G701® – 2017
Change Order

PROJECT: <i>(Name and address)</i> Town of Amherst North Amherst Recreation Center Football Fieldhouse - Electrical 655 New Road East Amherst, NY 14051	CONTRACT INFORMATION: Contract For: Electrical Construction Date: July 05, 2022	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: February 10, 2023
OWNER: <i>(Name and address)</i> Town of Amherst Town of Amherst Engineering 1100 North Forest Rd. Williamsville, NY 14221	ARCHITECT: <i>(Name and address)</i> DiDonato Associates Engineering & Architecture, P.C. 689 Main Street Buffalo, NY 14203	CONTRACTOR: <i>(Name and address)</i> Goodwin Electric Corporation 201 S. Youngs Road Williamsville, NY 14221

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

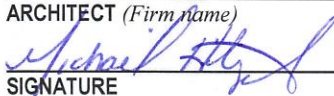
PR-05 Hotwater Tank and Aqua Stat Wiring
PR-06 Hotwater Tank Breaker

The original Contract Sum was	\$	124,300.00
The net change by previously authorized Change Orders	\$	4,749.00
The Contract Sum prior to this Change Order was	\$	129,049.00
The Contract Sum will be increased by this Change Order in the amount of	\$	770.00
The new Contract Sum including this Change Order will be	\$	129,819.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

DiDonato Associates Engineering & Architecture, P.C.	Goodwin Electric Corporation	Town of Amherst
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Michael Hitzel, Architect	Kevin Martin	Brian Armstrong
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
2/10/23		
DATE	DATE	DATE

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User Notes:

(3B9ADA39)

Attachment: Change Order 2 - Goodwin - TB 3-6-23 - Agenda Attachments (RES-2023-244 : NARC Football Fieldhouse - Change Order No. 2 &



689 Main Street
Buffalo, NY 14203
P 716 656-1900
F 716 656-1987
www.didonato.cc

February 10, 2023

Town of Amherst Engineering Department
1100 North Forest Rd.
Williamsville, NY 14221

Attn: Brian Armstrong

RE: North Amherst Recreation Center Football Fieldhouse TOA Job # 2021.044

Change Order EC-02

Dear Mr. Armstrong:

We recommend a change order (change order EC-02) in the amount of \$770.00 to be accepted and processed. This change order includes the labor and materials for the following:

- RFP 005: After the water heater and aquastat was installed by the plumber it was discovered that the electrical connection needed some work to properly wire the tank and aquastat. The water tank needed a larger wire to properly connect to the circuit breaker and the aquastat needed to be wired all together. To perform this work Goodwin needed to provide a larger wire and supply additional labor. The cost for this work is \$448.00. After reviewing the required additional labor hours and amount of materials needed, this cost is acceptable and is recommended to be included as part of this change order.
- RFP-006: Once the hot water tank was wired up, Goodwin tested the amps that it was drawing. The amps that it was drawing was larger than the rating on the circuit breaker. After looking into the wire diagram and discussing with the manufacture of the provided hot water tank, it was determined that we needed to supply a larger circuit breaker. The upgraded breaker and labor to switch out and install it cost \$322.00. This is an acceptable cost to be included with this change order.

The various proposals have been reviewed by DiDonato Associates and appear to be acceptable for the change of work associated with this project. All backup information has been provided for your review.

If there are any questions, please do not hesitate to contact me at 656-1900

Sincerely,

DiDonato Associates, Engineering and Architecture, P.C.

Michael Hitzel, AIA LEED AP

Project Architect

Encl: as outlined



Goodwin Electric Corp.

201 South Youngs Road

Williamsville, NY 14221

Phone: (716) 634-4000 Fax: (716) 634-4038

31-Jan-23



Michael J. Hitzel, AIA, LEED AP

Project Architect

RE: North Amherst Recreation Center Fieldhouse
FO ____ - Hot Water Tank and Aquastat

Dear Michael,

Quote: This quote includes additional work as referenced above and as attached.
 See below and attached for labor and material breakdown.

Electrician Frmn	(	3.25	Hrs @	\$	96.24	)	\$	312.78
Electrician Frmn 2nd	(	0.00	Hrs @	\$	107.19	)	\$	-
Electrician Frmn OT	(	0.00	Hrs @	\$	128.16	)	\$	-
Electrician	(	0.00	Hrs @	\$	88.70	)	\$	-
Electrician 2nd	(	0.00	Hrs @	\$	98.57	)	\$	-
Electrician OT	(	0.00	Hrs @	\$	116.95	)	\$	-
Material							\$	65.00
Subtotal							\$	377.78
O&P							\$	56.67
Bond							\$	13.42
Total Add							\$	448.00

If you have any questions, please do not hesitate to contact me.

Goodwin Electric Corp.,

Kevin Martin

Project Manager

**RE: North Amherst Recreation Center Fieldhouse
FO ____ - Hot Water Tank and Aquastat**

Description		Qty	Material	
1/2"	FLEX	2	\$	5.00
1/2"	FLEX CONNECTOR	2	\$	6.00
12	THHN STR CU	12	\$	4.00
8	THHN STR CU	45	\$	44.00
	WIRE NUTS	6	\$	3.00
	TERMINALS	3	\$	3.00
Total Adds			\$	65.00



Goodwin Electric Corp.

201 South Youngs Road

Williamsville, NY 14221

Phone: (716) 634-4000 Fax: (716) 634-4038

8-Feb-23



Michael J. Hitzel, AIA, LEED AP

Project Architect

RE: North Amherst Recreation Center Fieldhouse
FO ____ - Change Hot Water Breaker to 40A3P

Dear Michael,

Quote: This quote includes additional work as referenced above and as attached.
 See below and attached for labor and material breakdown.

Electrician Frmn	(	1.00	Hrs @	\$	96.24	)	\$	96.24
Electrician Frmn 2nd	(	0.00	Hrs @	\$	107.19	)	\$	-
Electrician Frmn OT	(	0.00	Hrs @	\$	128.16	)	\$	-
Electrician	(	0.00	Hrs @	\$	88.70	)	\$	-
Electrician 2nd	(	0.00	Hrs @	\$	98.57	)	\$	-
Electrician OT	(	0.00	Hrs @	\$	116.95	)	\$	-
Shipping and Handling							\$	26.00
40A3P Breaker							\$	149.00
Subtotal							\$	271.24
O&P							\$	40.69
Bond							\$	9.64
Total Add							\$	322.00

If you have and questions, please do not hesitate to contact me.

Goodwin Electric Corp.,

Kevin Martin
 Project Manager


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 27233

RESOLUTION 2023-245
ADOPTED

Fire Hydrant Installations Capen Blvd, Hendricks Blvd, Kings Highway and Reist Street ECWA Project WSA-017

We are hereby requesting authorization to have five (5) fire hydrants installed at the above locations.

During the course of recent waterline construction by Erie County Water Authority (ECWA) within the direct service district, ECWA was required to install five (5) additional fire hydrants at the above locations to satisfy current design standards regarding hydrant spacing on a public potable water distribution system. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to do these installations. The Town is to pay the annual maintenance fee of \$229.08 per fire hydrant for a total of \$1,145.40.

May we have your approval for the installation of five (5) additional fire hydrants?

3/6/2023

Consent

FINANCIAL IMPACT:

\$1,145.40

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: 03/06/23 07:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 27234

RESOLUTION 2023-246
ADOPTED

Fire Hydrant Installations on Sheridan Drive (Various Locations Between N. Falls Boulevard and Harlem Road)

We are hereby requesting authorization to have five (5) fire hydrants installed at the above location.

During the course of recent waterline construction by Erie County Water Authority (ECWA) within the direct service district, ECWA was required to install five (5) additional fire hydrants at the above locations to satisfy current design standards regarding hydrant spacing on a public potable water distribution system. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to do these installations. The Town is to pay the annual maintenance fee of \$229.08 per fire hydrant for a total of \$1,145.40.

May we have your approval for the installation of five (5) additional fire hydrants?

3/6/2023

Consent

FINANCIAL IMPACT:

\$1,145.40

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: 03/06/23 07:00 PM
 Department: Highway
 Initiated by: **Stephen Bryan**
 Co-Sponsored by:

DOC ID: 27224

RESOLUTION 2023-247
ADOPTED

Overhead Door Repair and Service - CRS #3893 (Original CRS #2564)

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst has approved the contract Extension with the County of Erie contract with National Overhead Door, Inc. for the overhead door repair and maintenance.

The Erie County and National Overhead Door, Inc. is Bid Reference # 221020-002 from March 1, 2021 through February 28, 2024.

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 #3893) and approval of the Town Attorney.

3/6/2023

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 EXTENSION

Let this document stand as an Agreement Extension between NATIONAL OVERHEAD DOOR INC. and THE Town of Amherst permitting the Town of Amherst to participate in the purchase of Overhead Door Repair and service:

NATIONAL OVERHEAD DOOR, INC. and the County of Erie,
BID # 221020-002
from 3/1/2021 through 2/28/2024
for overhead door repair and service as itemized in the Erie County Bid.

Agreed to and Accepted by:

NATIONAL OVERHEAD DOOR, INC.

By: Sara E Vella
Signature

Sara E Vella
Print Name

Vice President
Title

Date: 2/22/2023

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
BRIAN KULPA
Supervisor

Date: _____



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: February 8, 2023

Subject: OVERHEAD DOOR REPAIRS

Bid No.: 221020-002

Effective Dates: Extended through February 28, 2024

Vendor #: 105384

Vendor: NATIONAL OVERHEAD DOOR, INC.
5880 New Taylor Road
Orchard Park, NY 14127

Telephone: 716-667-3500

Pricing: Per attached document

Attachment: DOC030123-03012023104744 (RES-2023-247 : Overhead Door Repair and Service - CRS #3893 (Original CRS #2564))



DIVISION OF PURCHASE

VALLIE M. FERRARACCIO
DIRECTOR

February 2, 2023

National Overhead Door, Inc
5880 New Taylor Rd
Orchard Park, NY 14127
Attn: Ms. Vella

Re: Bid 221020-002 Overhead Door Repairs

Dear Ms. Vella:

The County of Erie wishes to extend this agreement for an additional contract period, through February 28, 2024, under the same prices, terms and conditions as the original agreement.

Extension is provided for per paragraph 26, Page 5 of 6 of the "Instructions to Bidders". This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond within seven days upon receipt of this request.

After approval and execution by the County, a fully signed copy will be returned to you for your files.

☒ Yes, I agree to extend ☐ No, I do not wish to extend

Company Name: National Overhead Door, Inc.

Representative (Please print): Sara Vella Title: Vice President

Signature: Sara E Vella Date: 2/2/2023

Sincerely,

James D. Kucewicz
Buyer

Vallie M. Ferraraccio
Director of Purchase
2/2/2023
DATE



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: March 23, 2021

Subject: OVERHEAD DOOR REPAIRS

Bid No.: 221020-002

Effective Dates: Extended through February 28, 2023

Vendor #: 105384

Vendor: NATIONAL OVERHEAD DOOR, INC.
5880 New Taylor Road
Orchard Park, NY 14127

Telephone: 716-667-3500

Pricing: Per attached document



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. 221020-002

OPENING DATE FEBRUARY 11, 2021 TIME 1:00AM

FOR: OVERHEAD DOOR REPAIRS

NAME OF BIDDER: National Overhead Door, 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:

- ☒ EXHIBIT "A" - Assignment of Public Contracts
- ☒ EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- ☐ EXHIBIT "C" - Construction/Reconstruction Contracts
- ☐ EXHIBIT "D" - Bid Bond (Formal Bid)
- ☒ EXHIBIT "E" - Bid Bond (Informal Bid)
- ☒ EXHIBIT "EP" - Equal Pay Certification
- ☐ EXHIBIT "F" - Standard Agreement
- ☒ EXHIBIT "G" - Non-Collusive Bidding Certification
- ☒ EXHIBIT "H" - MBE/WBE Commitment
- ☒ EXHIBIT "IC" - Insurance CLASSIFICATION "A"
- ☐ EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- ☐ EXHIBIT "Q" - Confined Space Program Certification
- ☒ EXHIBIT "PW" - NYS Prevailing Wage
- ☒ EXHIBIT "V" - Vendor Federal Compliance Certification

(Rev 1/00)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET BUFFALO NEW YORK 14202 (716) 858-6336

Attachment: DOC030123-03012023104744 (RES-2023-247 : Overhead Door Repair and Service - CRS #3893 (Original CRS #2564))

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 11 day of February, 20 21

TERMS In Person DELIVERY DATE AT DESTINATION 2/11/2021

FIRM NAME National Overhead Door, Inc.

ADDRESS 5880 New Taylor Rd.

Orchard Park, NY ZIP 14127

AUTHORIZED SIGNATURE Laura E. Vella

TYPED NAME OF AUTHORIZED SIGNATURE

TITLE General Manager TELEPHONE NO. (716) 667-3500

(Rev 1/2000)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6336

Attachment: DOC030123-03012023104744 (RES-2023-247 : Overhead Door Repair and Service - CRS #3893 (Original CRS #2564))

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO: 221020-002

Ship to: County of Erie
 Attention: VARIOUS COUNTY DEPARTMENTS
 Address: VARIOUS LOCATIONS

Ship Via N/A
 Date Required at Destination: AS NEEDED

ITEM NO	QUANTITY	UM	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Vendor to provide Emergency Overhead Door Repairs		
			per the attached specifications		
			Term of contract March 1, 2021 through February 28, 2022		
			PRICING		
			LABOR RATE PER HOUR:		
			Regular time: \$ <u>95.00</u>		
			Overtime: \$ <u>25.00</u>		
			MATERIALS:		
			Cost plus <u>10</u> %		

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 National Overhead Door, Inc.

(Rev. 9/95)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6336

Attachment: DOC030123-03012023104744 (RES-2023-247 : Overhead Door Repair and Service - CRS #3893 (Original CRS #2564))

SPECIFICATIONS

Erie County will require the services of a vendor to do emergency repairs to overhead doors during the year for the period March 1, 2021 thru February 28, 2022.

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 DOES NOT INCLUDE DOOR REPLACEMENT.

Vendor must be capable of performing such service at any Erie County Facility location. This includes Highway Department, Parks, Community College Campus, Sewer Districts, Correctional Facility, County Home, Main Library, etc.

Bidder must be a vendor whose principal business is Overhead Door Sales/Service.

Bidder must have been in this business for the last three consecutive years and must submit references of customers of similar size of 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 must receive approval (from authorized County personnel) before beginning any job.

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.



NATIOVE-01

13.M.1.a

CV-2023-247

DATE (MM/DD/YYYY)

6/27/2022

CERTIFICATE OF LIABILITY INSURANCE

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 POLICY 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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vanner Insurance Agency 90A John Muir Dr, Suite 100 Amherst, NY 14228	CONTACT NAME: Robin Madej	
	PHONE (A/C, No, Ext): (716) 688-8888 FAX (A/C, No): (716) 688-9001 E-MAIL ADDRESS: info@vannerinsurance.com	
INSURED National Overhead Door, Inc. 5880 New Taylor Rd Orchard Park, NY 14127	INSURER(S) AFFORDING COVERAGE	NAIC
	INSURER A: Selective Insurance Co of SC	19259
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X		S 2400548	6/27/2022	6/27/2023	EACH OCCURRENCE \$ 1,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500 MED EXP (Any one person) \$ 15 PERSONAL & ADV INJURY \$ 1,000 GENERAL AGGREGATE \$ 2,000 PRODUCTS - COMP/OP AGG \$ 2,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		S 2400548	6/27/2022	6/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X		S 2400548	6/27/2022	6/27/2023	EACH OCCURRENCE \$ 5,000 AGGREGATE \$ 5,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9083020	6/27/2022	6/27/2023	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000 E.L. DISEASE - POLICY LIMIT \$ 1,000
A	Equipment Floater			S 2400548	6/27/2022	6/27/2023	Limit 30

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

Town of Amherst is included as an Additional Insured on a primary, non-contributory basis on the General Liability and Additional Insured on the Automobile if required by written contract.

Umbrella follows form for Additional Insured on the underlying.

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

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) National Overhead Door, Inc. DBA Affordable Garage Door 5880 New Taylor Road Orchard Park, NY 14127 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 716-667-3500 1c. NYS Unemployment Insurance Employer Registration Number of Insured 46-391532 1d. Federal Employer Identification Number of Insured or Social Security Number 141865641
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 Selective Ins Co of SC 3b. Policy Number of entity listed in box "1a" WC9083020 3c. Policy effective period 6/27/2022 – 6/27/2023 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

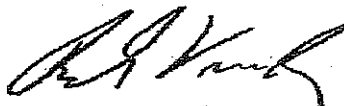
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' 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 will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

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

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

Approved by: Ralph J. Vanner, Jr., CPCU
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  6/28/2022
(Signature) (Date)

Title: CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 716.688.8888

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.



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) NATIONAL OVERHEAD DOOR, INC. 5880 NEW TAYLOR ROAD ORCHARD PARK, NY 14127 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 716 667 3501 1c. Federal Employer Identification Number of Insured or Social Security Number 141865641
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) The Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier First Unum Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 403850 3c. Policy effective period 06/29/2022 to 06/29/2023
4. Policy provides the following benefits: ☒ A. Both disability and paid family leave benefits. ☐ B. Disability benefits only. ☐ C. Paid family leave benefits only. 5. Policy covers: ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law. ☐ B. Only the following class or classes of employer's employees: _____ _____	

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

Date Signed 06/29/2022 By Allison Randall Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier

Telephone Number 1-800-ASK-UNUM Name and Title Allison Randall, DBL Specialist

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

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

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

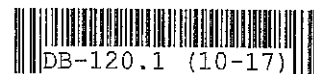
State of New York Workers' Compensation Board

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

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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



AGREEMENT EXTENSION

Let this document stand as an Agreement Extension between NATIONAL OVERHEAD DOOR INC. and THE Town of Amherst permitting the Town of Amherst to participate in the purchase of Overhead Door Repair and service:

NATIONAL OVERHEAD DOOR, INC. and the County of Erie,
BID # 221020-002
from 3/1/2021 through 2/28/2023
for overhead door repair and service as itemized in the Erie County Bid.

Agreed to and Accepted by:

NATIONAL OVERHEAD DOOR, INC.

By: [Signature]
Signature

Dana F. Vella
Print Name

General Manager
Title

Date: 2/8/2022

Agreed to and Accepted by:

TOWN OF AMHERST

By: [Signature]
BRIAN KULPA
Supervisor

Date: 3/16/22



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27238

RESOLUTION 2023-248

ADOPTED

Sexual Harassment Prevention Training During Emergency Conditions

WHEREAS, effective October 2018, New York State adopted legislation requiring all New York State employers to implement policies against sexual harassment and required employers to provide annual sexual harassment prevention training to all employees; and

WHEREAS, New York State established a model sexual harassment prevention policy and model sexual harassment prevention training program which the Town adopted and has implemented since 2018; and

WHEREAS, the Town of Amherst has diligently made every effort to completely follow all New York State requirements with regard to developing and implementing policies and training against sexual harassment and requiring all employers to receive annual sexual harassment prevention training, which, for the most part, is accomplished without great difficulty under normal circumstances; and

WHEREAS, like many New York State employers during the COVID 19 Pandemic, the Town faced many difficult challenges when many Town employees were forced to quarantine, work remotely, remain away from work to care for COVID infected children and family members or simply directed by NYS Governor Executive Orders not to report to work at all, and

WHEREAS, many Town employees were restricted from physically meeting or working together in close proximity while isolation was required for a majority of months during years 2020 and 2021, which greatly impacted and impeded the Town's ability to successfully deliver sexual harassment prevention training to a number of Town employees; and

WHEREAS, the Town of Amherst recognizes that the New York State requirement to train all employees in sexual harassment prevention remains in effect even in the face of pandemics or other ongoing emergency conditions and situations that may significantly limit the ability to do so;

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby establishes a committee charged with exploring, developing and implementing alternative means of delivering annual sexual harassment prevention training during future pandemics or other emergent circumstances in order to fully comport with New York State Law, effective immediately; and

BE IT FURTHER RESOLVED that the committee to be established shall include the Town's Director of Human Resources, Director of Finance, Town Comptroller, Town Attorney, Director of Information Technology, Highway Superintendent or designee, Town Engineer or designee and one member of the Town Board.

3/6/2023

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 Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27202

RESOLUTION 2023-249
ADOPTED

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective March 7, 2023, Temporary, \$15.30 ph, Step 1 for Joseph Gruber.

3/6/2023

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: 03/06/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27203

RESOLUTION 2023-250
ADOPTED

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective March 7, 2023, Temporary, \$16.10 ph, Step 3 for Jared Burns.

3/6/2023

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: 03/06/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27204

RESOLUTION 2023-251
ADOPTED

Assistant Code Enforcement Officer/Building Department

Please appoint an Assistant Code Enforcement Officer to the Building Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 7, 2023 at an annual salary of \$47,036, Grade 12, Step A for Nicholas Barnas.

Please authorize a six (6) month residency waiver.

3/6/2023

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: 03/06/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27206

RESOLUTION 2023-252
ADOPTED

Maintenance Worker/Building Maintenance/Facilities Department

Please appoint a Maintenance Worker to the Building Maintenance/Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 7, 2023 at an hourly rate of \$19.34, Grade 4, Step B for Thomas Ciocca.

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

3/6/2023

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: 03/06/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27207

RESOLUTION 2023-253
ADOPTED

Plumber/Engineering Department

Please appoint a Plumber to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 7, 2023, at an annual salary of \$67,348, Grade 14, Step G for Adam Solveson.

Contingent upon completing all pre-employment requirements.
 Please authorize a six (6) month residency waiver.

Replacing an employee who retired.

3/6/2023

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: 03/06/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27210

RESOLUTION 2023-254
ADOPTED

Cook/Senior Services

Please appoint a Cook to the Amherst Center for Senior Services. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 7, 2023 at an annual salary of \$36,295, Grade 5, Step A for Matthew Koepfel.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

3/6/2023

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: 03/06/23 07:00 PM
 Department: Planning
 Initiated by: **Dan Howard**
 Co-Sponsored by:

DOC ID: 27225

RESOLUTION 2023-255

ADOPTED

Angela's House HOME Loan Agreement - Amendment CRS #3887 (Original CRS #2553)

WHEREAS, the Town of Cheektowaga is a recipient of HUD HOME Investment Partnerships Program (HOME) funds as part of the Amherst-Cheektowaga-Tonawanda HOME Consortium; and

WHEREAS, the Town of Cheektowaga and Town of Amherst approved a \$300,000 Loan in April 2021 for HOME funding assistance for Angela's House, a 67-unit affordable senior/disabled rental housing complex to be converted at 600 Doat Street, Cheektowaga NY 14211 (Villa Maria Campus); and

WHEREAS, the Angela's House project has requested an additional \$200,000 in HOME funding assistance in order to address unforeseen construction cost increases following Pandemic inflation; and

WHEREAS, the Town of Cheektowaga has reviewed substantiating financial documents that warrant such an increase in the original loan amount and extend the construction schedule; and

WHEREAS, the Town of Cheektowaga is requesting the Town of Amherst execute the Amended HOME Loan Agreement for Angela's House, including the following amended Exhibits to the Original Loan:

Amendment to the Leasehold Mortgage,
 Amendment to the Restrictive Covenant,
 Modification of the Promissory Note,
 Modification of the Building Loan Contract; now therefore, be it

RESOLVED, that the Town Board of the Town of Amherst authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to execute the Amended HOME Loan Agreement with Angela's House, LLC, including the amended Exhibits as outlined above, with the increase loan agreement funded by Cheektowaga's share of HOME Investment Partnerships Program funds received as program income in 2020.

3/6/2023

Consent

FINANCIAL IMPACT:

Fiscal Impact Statement: The funds necessary to enter into a contract with the Angela's House, LLC. have been budgeted in the FY 2020 Cheektowaga HOME budget as program income and are currently available on-hand for use (N20-48). 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



Town of Amherst Planning Department

Erie County, New York



13.P.1.a

Brian J. Kulp
Supervisor

Daniel C. Howard
Planning Director

Daniel J. Ulatowski
Assistant Planning Director

February 28, 2023

Agenda of March 6, 2023

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

Subject: Authorize the Supervisor to sign the Amended Angela's House – Amherst-Cheektowaga-Tonawanda HOME Consortium Loan Agreement

Honorable Board Members:

Amherst Community Development is requesting the Supervisor execute the Amended Angela's House HOME Loan Agreement together with the Town of Cheektowaga to provide a \$200,000 increase in HUD HOME Investment Partnerships Program (HOME) funds to develop/rehab 67-affordable rental units on Villa Maria Campus as senior/disabled housing. The Project is located at 600 Doat Street in Cheektowaga, NY 14211.

The requested increase in HOME funding assistance is the result of unforeseen construction cost increases following Pandemic inflation over the last two years. The Town of Cheektowaga has reviewed and approved substantiating financial documents that warrant such an increase in the original loan amount and extend the construction schedule. The amended loan agreement and additional amended supporting documents are attached.

As Lead Agency of the Amherst-Cheektowaga-Tonawanda HOME Consortium, the Town of Amherst is responsible to ensure HUD's long-term affordability requirements are met on all Consortium projects. Therefore, the Town Supervisor is a co-signor on the HOME agreements between the Town of Cheektowaga/Amherst-Cheektowaga-Tonawanda HOME Consortium and Angela's House LLC.

Please authorize the Supervisor to execute the Amended Angela's House HOME Loan Agreement and all supporting documents, pending successful contract routing. Thank you for your assistance with this matter.

Very truly yours,

Daniel J. Ulatowski, AICP
Assistant Planning Director

Enc.

Amendment to Loan Agreement

**Between The Amherst-Cheektowaga-Tonawanda HOME Consortium and
Angela's House LLC for Angela's House**

HOME Investment Partnerships Program MC20-DC360511

THIS AMENDMENT TO THE AGREEMENT (this "Amendment") is entered into as of the ____ day of _____, 2023 by and among the **TOWN OF CHEEKTOWAGA**, a municipal corporation of the State of New York as a member of the Amherst-Cheektowaga-Tonawanda HOME Consortium, having an office located at Cheektowaga Town Hall, 3301 Broadway Street, Cheektowaga, New York 14227 and the **TOWN OF AMHERST**, as a municipal corporation of the State of New York as lead Authorizing Official for the Amherst-Cheektowaga-Tonawanda HOME Consortium, with principal offices located at 5583 Main Street, Williamsville, New York 14221 (herein after referred to as "Lender"), and **ANGELA'S HOUSE LLC**, the beneficial ground lessee, and a limited liability company formed and existing under and by virtue of the laws of the State of New York, having its principal place of business at 221-10 Jamaica Avenue LL1, Queens Village, New York 11428 (hereinafter referred to as "Borrower").

WITNESSETH:

WHEREAS, the parties agree that on or about April 21st, 2021, Federal HOME Investment Partnerships Program funds in the total amount of **\$300,000.00** were loaned to the Borrower for the construction of **three (3)** HOME assisted rental units in the Angela's House affordable multi-family rental project located at 600 Doat Street, Cheektowaga, NY 14211; and

WHEREAS, due to labor shortages, supply chain issues, additional work requested via change orders, and gas line removal performed by National Fuel that delayed site work, an increase in carrying costs has resulted, therefore necessitating a request for additional funding, and

WHEREAS, the parties agree that the original construction Loan of **THREE HUNDRED THOUSAND DOLLARS & 00/100 (\$300,000.00)** is to be increased to **FIVE HUNDRED THOUSAND DOLLARS & 00/100 (\$500,000.00)**, with an additional allocation of **TWO HUNDRED THOUSAND DOLLARS & 00/100 (\$200,000.00)** in Federal HOME Investment Partnerships Program funds for the total construction of **five (5)** HOME assisted rental units in the Angela's House affordable multi-family rental project, and

NOW, THEREFORE, the Lender and Borrower agree to the following:

1. Section 1.12 is amended as follows: "HOME-assisted Units" means the **five (5)** housing units in the Project that were constructed with HOME assistance and for which rent,

occupancy and/or resale restrictions apply and that must be occupied by households with incomes described in this Section at initial occupancy and through the affordability period.

2. Section 2.01 The Commitment is amended as follows:

Subject to the terms and conditions of this Agreement, as amended, Lender agrees to make a Loan to Borrower in an aggregate principal amount up to and including, but not exceeding, **Five Hundred Thousand United States Dollars (\$500,000)**.

The Loan is to be evidenced by the Promissory Note ("Note"), found at Exhibit D, as amended, and secured by the Leasehold Mortgage found at Exhibit E ("Mortgage"), as amended.

Borrower shall also execute the amended Building Loan Contract found at Exhibit E (the "Building Loan Contract").

Borrower shall be responsible for any cost overruns necessary to complete the Project.

3. Section 2.02 – Use of Proceeds is amended as follows:

- a) The Loan proceeds shall be used to assist **five (5)** ("HOME-assisted Units") of the 67 housing units of the Angela's House project, an affordable rental housing construction project (including 1 and 2 bedroom units) located at 600 Doat Street, Cheektowaga, NY 14211 (SBL #: 101.52-1-1./A), targeted to serve low-income seniors aged 55+.

4. Section 2.03 Scope of Work and Operational Requirements is amended as follows:

- c) The Project's Affordability Period is the greater of 20 years or the repayment of the loan, but in no event greater than 50 years from the date of Project Completion.
Throughout the Affordability Period, Borrower shall cause the **five** HOME-assisted Units to be utilized for no other purpose than as a rental property, with the HOME- assisted Units occupied by households with incomes not exceeding 60% of the Area Median Income (AMI) for the Buffalo-Cheektowaga-Niagara Falls, NY Metropolitan Statistical Area (MSA), at rents that do not exceed High HOME rents;
- d) Borrower shall verify income eligibility with source documentation of all renters of the **five** HOME-assisted Units at the time of intake, to be followed up with annual recertification of income and with an examination of source documents annually.

- g) All **five** of the HOME-assisted Units shall be "floating" HOME-assisted Units, to be leased subject to HOME rent and occupancy requirements. The three units shall be identified no later than the date of the initial occupancy, and each shall be comparable to non-HOME-assisted units. Borrower commits that any substituted HOME-assisted Units shall remain comparable over the Affordability Period in terms of size, features and number of bedrooms to the originally designated HOME-assisted units.
5. Section 4.13 Additional Documents is amended as follows
- e) Rent schedule and tenant-furnished utility allowance documenting compliance with HOME regulations for the ~~three (3)~~ **five (5)** HOME-assisted units.
6. Exhibit D – Promissory Note is amended to reflect an increase in the principal sum to FIVE HUNDRED THOUSAND UNITED STATES DOLLARS (\$500,000) (the “Loan”). See amended Exhibit D attached. Borrower shall provide the executed amended Promissory Note contemporaneously with the execution of this Amendment.
7. Exhibit E – Leasehold Mortgage is amended to reflect an increase in the principal amount to FIVE HUNDRED THOUSAND UNITED STATES DOLLARS (\$500,000) (the “Loan”). See amended Exhibit E attached. Borrower shall provide the executed amended Leasehold Mortgage contemporaneously with the execution of this Amendment.
8. Exhibit F – Building Loan Contract is amended to reflect an increase in the principal loan amount to FIVE HUNDRED THOUSAND UNITED STATES DOLLARS (\$500,000) (the “Loan”). See amended Exhibit F attached. Borrower shall provide the executed amended Building Loan Contract contemporaneously with the execution of this Amendment.
9. Exhibit G – Restrictive Covenant is amended to reflect an increase in the total construction to five (5) HOME assisted rental units in the Angela’s House affordable multi-family rental project. See amended Exhibit G attached. Borrower shall provide the executed amended Restrictive Covenant contemporaneously with the execution of this Amendment...
10. Exhibit I – Budget (Sources & Uses) is amended to reflect the additional **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)** in HOME funds. See revised **Exhibit I** attached.
11. Exhibit J – Schedule is amended to reflect a new project completion date of February 22, 2023. See revised **Exhibit J** attached.
12. All other terms and provisions of the HOME Agreement dated April 21, 2021, not expressly amended herein, shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed these covenants the day and year first above written.

APPROVED AS TO FORM ONLY

BY: _____

DATE: _____

LENDER: Amherst-Cheektowaga-Tonawanda HOME Consortium

Diane Benczkowski, Supervisor

Date

STATE OF NEW YORK)
COUNTY OF ERIE) SS.

On the ____ day of _____ in the Year 2023, before me, the undersigned, personally appeared **Diane Benczkowski** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

LENDER: Amherst-Cheektowaga-Tonawanda HOME Consortium

 Brian J. Kulpa, Supervisor
 Town of Amherst as Lead Agency
 Of the Amherst-Cheektowaga-Tonawanda
 HOME Consortium

 Date

STATE OF NEW YORK)
 COUNTY OF ERIE) SS.

On the ____ day of _____ in the Year 2023, before me, the undersigned, personally appeared **Brian J. Kulpa** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 Notary Public

BORROWER (Beneficial Lessee):**ANGELA'S HOUSE LLC**

a New York limited liability company

By: _____

Name: Benathan Upshaw

Title: Authorized Signatory

STATE OF NEW YORK)
COUNTY OF ERIE) SS.

On the ____ day of _____ in the Year 2023, before me, the undersigned, personally appeared **Benathan Upshaw** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT D
AMENDED PROMISSORY NOTE

Attachment: FINAL Amendment to HOME Agreement with Exhibits 3.6.23 (RES-2023-255 : Angela's House HOME Loan Agreement -

MODIFICATION OF PROMISSORY NOTE

Angela's House
2020 HOME M20-DC360511

The undersigned parties, Angela's House LLC, (Borrower), and the Town of Cheektowaga, as a member of the Amherst-Cheektowaga-Tonawanda HOME Consortium, and the Town of Amherst, as lead Authorizing Official for the Amherst-Cheektowaga-Tonawanda HOME Consortium, collectively (Lender), hereby do agree to modify, as set forth in this document ("Modification of Promissory Note"), the Promissory Note dated April 21, 2021 in the principal sum of **THREE HUNDRED THOUSAND UNITED STATES DOLLARS (\$300,000.00)** (the "Loan").

PARTIES

Angela's House LLC, a limited liability company formed and existing under and by virtue of the laws of the State of New York with a place of business located at 221-10 Jamaica Avenue LL1, Queens Village, New York 11428 (herein called "Borrower"), TOWN OF CHEEKTOWAGA, a municipal corporation of the State of New York as a member of the Amherst-Cheektowaga-Tonawanda HOME Consortium, having an office located at Cheektowaga Town Hall, 3301 Broadway Street, Cheektowaga, New York 14227 and the TOWN OF AMHERST, as a municipal corporation of the State of New York as lead Authorizing Official for the Amherst-Cheektowaga-Tonawanda HOME Consortium, with principal offices located at 5583 Main Street, Williamsville, New York 14221 (herein called "Lender"),

AMENDING LANGUAGE

The parties agree to amend the Promissory Note as follows:

1. Paragraph 1 on page 1 shall be amended to read as follows:

FOR VALUE RECEIVED, Angela's House LLC, a limited liability company formed and existing under and by virtue of the laws of the State of New York with a place of business located at 221-10 Jamaica Avenue LL1, Queens Village, New York 11428 (herein called "Borrower") promises to pay the TOWN OF CHEEKTOWAGA, a municipal corporation of the State of New York as a member of the Amherst-Cheektowaga-Tonawanda HOME Consortium, having an office located at Cheektowaga Town Hall, 3301 Broadway Street, Cheektowaga, New York 14227 and the TOWN OF AMHERST, as a municipal corporation of the State of New York as lead Authorizing Official for the Amherst-Cheektowaga-Tonawanda HOME Consortium, with principal offices located at 5583 Main Street, Williamsville, New York 14221 (herein called "Lender"), the principal sum of **FIVE**

HUNDRED THOUSAND UNITED STATES DOLLARS & 00/100
(\$500,000.00) (the “Loan”).

It is mutually agreed that nothing herein contained shall in any way impair the security now held by the Lender for said debt, or waive, annul, vary, or affect any provision, condition, covenant, or agreement contained in said Promissory Note, except as to the loan amount as herein modified, nor affect or impair any right, power or remedy under said Promissory Note, specifically reserving unto the said Lender all rights against any other persons.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Borrower has caused this Note to be duly executed and delivered as of the date first written above.

BORROWER (Beneficial Ground Lessee):

ANGELA'S HOUSE LLC

a New York limited liability company

By: _____

Name: Benathan Upshaw

Title: Authorized Signatory

STATE OF NEW YORK) SS:
COUNTY OF ERIE)

On the _____ day of _____, 20____, before me, the undersigned, a notary public in and for the said County of Erie, personally appeared **Benathan Upshaw**, 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 he 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

EXHIBIT E
AMENDED LEASEHOLD MORTGAGE

Attachment: FINAL Amendment to HOME Agreement with Exhibits 3.6.23 (RES-2023-255 : Angela's House HOME Loan Agreement -

RECORDED AND RETURN TO:
John Dudziak, Cheektowaga Town Attorney
3301 Broadway Street – Town Hall – Rm. 206
Cheektowaga, New York 14227

RE: Angela's House – 2020 HOME M20-DC360511

MODIFICATION OF LEASEHOLD MORTGAGE

The undersigned Parties, Angela's House Housing Development Fund Corporation (the "HDFC"), Angela's House LLC (the "Borrower"), the Town of Cheektowaga, and the Town of Amherst (herein after referred to as "Lender") hereby do agree to modify, as set forth in this document dated this ____ day of ____, 2023 ("Modification of Leasehold Mortgage"), the Leasehold Mortgage dated April 21, 2021 and recorded at the Erie County Clerk's Office at Book 14004, Page 3603.

WITNESSETH:

WHEREAS, the HDFC and the Borrower are the holder of a certain Leasehold Mortgage dated April 21, 2021 and recorded in the County Clerk's Office in Erie County on July 14, 2021 in Liber 14004 of Mortgages at Page 3603, covering the premises described in Exhibit A; and

WHEREAS, the parties agree that the proposed Project Allocation of **three hundred thousand dollars & 00/100 (\$300,000.00)** was increased to **five hundred thousand dollars (\$500,000.00)**, with an additional allocation of **two hundred thousand dollars & 00/100 (\$200,000)** in Federal HOME Investments Partnerships Program funds.

NOW, THEREFORE, the Mortgaged Property and all parts, rights, members and appurtenances thereof, to the use and benefit of Lender and the successors, successors in title and assigns of Lender, forever, and Borrower covenants that Borrower is lawfully seized and possessed of the Borrower's leasehold interest in the Mortgaged Property as aforesaid and has good right to convey the same, that the same is unencumbered except for the matters expressly set forth in Exhibit A-1 hereto (the "Permitted Exceptions"), and Borrower does hereby warrant and will forever defend the Borrower's leasehold title thereto against claims of all Persons claiming or to claim the same or any part thereof by, through or under the Borrower, but not otherwise, and except as to the Permitted Exceptions set forth in Exhibit A-1).

It is mutually agreed that nothing herein contained shall in any way impair the security now held by the Lender for said debt, or waive, annul, vary, or affect any provision, condition, covenant, or agreement contained in said Leasehold Mortgage, except as to the loan amount as herein modified, nor affect or impair any right, power or remedy under said Leasehold Mortgage, specifically reserving unto the said Lender all rights against any other persons.

IN WITNESS THEREOF, this Agreement has been duly executed by the parties hereto as of the date written above.

ANGELA'S HOUSE HOUSING DEVELOPMENT FUND CORPORATION
a New York not-for-profit corporation

By: _____
Name: Steven Timmel
Title: Authorized Signatory

STATE OF NEW YORK :
COUNTY OF ERIE : SS

On this _____ day of _____, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **Steven Timmel**, 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 she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person of which the individual acted, executed the instrument.

NOTARY PUBLIC

ANGELA'S HOUSE LLC

a New York limited liability company

By: _____

Name: Benathan Upshaw

Title: Authorized Signatory

STATE OF NEW YORK :

COUNTY OF ERIE : SS:

On the ____ day of _____, in the year 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared **Benathan Upshaw**, to me personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Lot 33, Township 11, Range 7 of the Holland Land Company Survey (so-called), bounded and described as follows:

BEGINNING AT A POINT on the west line of Lot 33 at a distance of 51.87 feet northerly measured along the west line of said Lot 33 from its intersection with the north line of Doat Street; said west line of Lot 33 being also the west line of the Town of Cheektowaga and the east line of the City of Buffalo;

RUNNING THENCE: Northerly, along the west line of Lot 33 and the division line between the Town of Cheektowaga and the City of Buffalo, a distance of 615.61 feet to a point;

RUNNING THENCE: Easterly, at an interior angle of 90°-09'-00" with the last described line, a distance of 173.24 feet to a point;

RUNNING THENCE: Southerly, at an interior angle of 89°-49'-30" with the last described line, a distance of 345.81 feet to a point;

RUNNING THENCE: Easterly, at an interior angle of 270°-04'-49" with the last described line, a distance of 55.03 feet to a point;

RUNNING THENCE: Southerly, at right angles to the last described line, a distance of 82.92 feet to a point;

RUNNING THENCE: Westerly, at right angles to the last described line, a distance of 15.05 feet to a point;

RUNNING THENCE: Southerly, at right angles to the last described line, a distance of 45.46 feet to a point;

RUNNING THENCE: Westerly, at right angles to the last described line, a distance of 27.35 feet to a point;

RUNNING THENCE: Southerly, at an interior angle of 270°-50'-55" with the last described line, a distance of 226.24 feet to a point on the north line of Parcel No. 1 as shown on Map No. SK 219-14 for lands conveyed to the County of Erie for the reconstruction of Doat Street, C.R. No. 107 by deed recorded in the Erie County Clerk's Office in Liber 8039 of Deeds at Page 523;

RUNNING THENCE: Northwesterly, along the north line of Doat Street and along a non-tangent curve to the right having a radius of 1112.92 feet, a distance of 55.28 feet to a point of tangency;

RUNNING THENCE: Northwesterly, along the north line of Doat Street, a distance of 99.30 feet to an angle point;

RUNNING THENCE: Northwesterly, along the north line of Doat Street, at an interior angle of 170°-16'-55" with the last described line, a distance of 3.16 feet to a point;

RUNNING THENCE: Northerly, at an exterior angle of 69°-55'-38" with the last described line, a distance of 56.82 feet to a point;

RUNNING THENCE: Westerly, at right angles to the last described line, a distance of 34.15 feet to the POINT OR PLACE OF BEGINNING, containing 2.893 Acres, be the same, more or less.

SUBJECT to easements, rights of way and restrictions or record.

BEING AND INTENDED TO BE a portion of lands conveyed to Felician Sisters of North America Real Estate Trust by deed recorded in the Erie County Clerk's Office in Liber 11182 of Deeds at Page 7392.

EXHIBIT A-1 Permitted Exceptions

This mortgage is a subordinate mortgage.

(a) The lien of this Mortgage shall be subordinate to and subject to the terms and provisions of one or more mortgages in first lien position securing a construction loan from Evans Bank, National Association (“Evans”), a national banking association, to the Borrower in the aggregate approximate principal amount of up to \$12,100,000.00 and construction/permanent loan from New York State Homeless Housing and Assistance Corporation (“HHAC”) in the principal amount of \$3,692,030.00 (collectively the “Senior Loans”), and any refinancing’s of the foregoing mortgage loans, and any regulatory agreements required by the New York Division of Housing and Community Renewal (“DHCR”) in connection with the tax credits awarded to the Project (“Regulatory Agreements”). Mortgagee expressly acknowledges and agrees that this mortgage is, and all of the Mortgagee's rights hereunder are, subject and subordinate to (a) the Senior Loans and Regulatory Agreements and (b) all loan and security and other documents related thereto collectively, the “Senior Documents”). The subordination of this mortgage to the Senior Documents shall be self-operative, and shall not require any further writing or confirmation hereof. Such subordination is expressly for the benefit of Evans, HHAC and DHCR, and may not be modified or terminated without the express written consent of Evans, HHAC and DHCR.

Notwithstanding any provisions set forth herein or as provided by law, no prepayment of principal, interest or any other amounts due on the Note evidencing the Loan shall be made by Mortgagor to the Mortgagee or accepted or retained by the Mortgagee until the mortgages of the Senior Loans have been released of record; provided, however, that any required payments of interest due under the Note and this mortgage may be paid during such period of time that no default exists under the Senior Loans.

Notwithstanding any provisions set forth therein or as provided by law, the Mortgagee shall not take any action to collect or accelerate the payment of the Note or exercise any remedy or remedies with respect to collection of the Note, either at law or in equity, by judicial proceedings or otherwise, including but not limited to commencement or institution or foreclosure proceedings or otherwise, lawsuits, bankruptcy filings, reorganization or receivership filings by or against the Mortgagor unless and until First Mortgage Lender has filed the foreclosure action on the First Mortgage. If First Mortgage Lender files a foreclosure action and the Mortgagee then files its legal action but thereafter First Mortgage Lender dismisses its foreclosure action, the Mortgagee shall then dismiss its pending lawsuit or other legal actions

(b) The lien of this Mortgage shall be subordinate to and subject to the terms and provisions of a mortgage in co-first lien position securing a permanent loan from the New York State Housing Trust Fund Corporation, to the Borrower in the aggregate approximate principal amount of up to \$3,420,167.00 (inclusive) (the “HTF Loan”) and all other documents, terms and conditions related to the HTF Loan, as well as any regulatory agreements required by the New York Division of Housing and Community Renewal in connection with the tax credits awarded to the Project.

(c) Mortgagee acknowledges that Mortgagor and New York State Division of Housing and Community Renewal intend to enter into, or concurrently with the execution and delivery of the Loan Documents are entering into, an extended use agreement, which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended. Mortgagee agrees to subordinate the Indebtedness and Mortgagee's rights under the Loan Documents executed in conjunction therewith to the relevant provisions of said extended use agreement. This subordination is being made in consideration of the allocation of tax credits to the Premises, absent which the development of the Premises would not occur, and this mortgage loan would not be made.

(d) All items included in title policy no. 2013-4742EC issued by Chicago Title Insurance Company.

EXHIBIT F
AMENDED BUILDING LOAN CONTRACT

Attachment: FINAL Amendment to HOME Agreement with Exhibits 3.6.23 (RES-2023-255 : Angela's House HOME Loan Agreement -

RECORDED AND RETURN TO:
John Dudziak, Cheektowaga Town Attorney
3301 Broadway Street – Town Hall – Rm. 206
Cheektowaga, New York 14227

RE: Angela's House – 2020 HOME M20-DC360511

MODIFICATION OF BUILDING LOAN CONTRACT

The undersigned parties, Angela's House LLC (Borrower), and the Town of Cheektowaga, as a member of the Amherst-Cheektowaga-Tonawanda HOME Consortium, and the Town of Amherst, acting as lead Authorizing Official for the Amherst-Cheektowaga-Tonawanda HOME Consortium, collectively (herein after referred to as "Lender") hereby do agree to modify, as set forth in this document ("Modification of Building Loan Contract"), the Building Loan Contract dated April 21, 2021 and recorded at the Erie County Clerk's Office at Book 337, Page 7594.

WITNESSETH:

WHEREAS, the Borrower and the Lender are the holder of a certain Building Loan Contract dated April 21, 2021 and recorded in the Erie County Clerk's Office in Erie County on July 14, 2021, covering the premises described in Exhibit A; and

NOW, THEREFORE, the parties agree that the proposed project allocation of **THREE HUNDRED THOUSAND DOLLARS & 00/100 (\$300,000.00)** be increased to **FIVE HUNDRED THOUSAND DOLLARS & 00/100 (\$500,000.00)**, with an additional allocation of **TWO HUNDRED THOUSAND DOLLARS & 00/100 (\$200,000.00)** in Federal HOME Investments Partnerships funds to be evidenced by the Modification of Promissory Note of the Borrower attached hereto as Schedule C-1.

It is mutually agreed that nothing herein contained shall in any way impair the security now held by the Lender for said debt, or waive, annul, vary, or affect any provision, condition, covenant, or agreement contained in said Building Loan Contract, except as to the loan amount as herein modified, nor affect or impair any right, power or remedy under said Building Loan Contract, specifically reserving unto the said Lender all rights against any other persons.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

LENDER: as Member of the Amherst-Cheektowaga-Tonawanda HOME Consortium

Diane Benczkowski, Supervisor
Town of Cheektowaga

Date

STATE OF NEW YORK)
COUNTY OF ERIE)

On this _____ day of _____, Two Thousand and Twenty-Three, before me, the undersigned, a Notary Public in and for said State, personally appeared **Diane Benczkowski**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person of which the individual acted, executed the instrument.

Notary Public

LENDER: as Lead Authorizing Official for the Amherst-Cheektowaga-Tonawanda HOME Consortium

 Brian J. Kulpa, Supervisor
 Town of Amherst

 Date

STATE OF NEW YORK)
 COUNTY OF ERIE)

On this _____ day of _____, Two Thousand and Twenty-Three, before me, the undersigned, a Notary Public in and for said State, personally appeared **Brian J. Kulpa**, 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 she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person of which the individual acted, executed the instrument.

 Notary Public

BORROWER (Beneficial Owner):**ANGELA'S HOUSE LLC**

a New York limited liability company

By: _____

Name: Benathan Upshaw

Title: Authorized Signatory

STATE OF NEW YORK)

COUNTY OF ERIE)

On this _____ day of _____, Two Thousand and Twenty-Three, before me, the undersigned, a Notary Public in and for said State, personally appeared Benathan Upshaw, 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 she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person of which the individual acted, executed the instrument.

 Notary Public

Schedule C-1
Modification of Promissory Note

Attachment: FINAL Amendment to HOME Agreement with Exhibits 3.6.23 (RES-2023-255 : Angela's House HOME Loan Agreement -

For the Town Board Agenda of March 6, 2023

D r a f t R e s o l u t i o n _____ 2023

CONTRACT #2553

Angela's House HOME Loan Agreement - Amendment

Purpose: to authorize the Supervisor to sign the Amended Angela's House HOME Loan Agreement with Angela's House, LLC.

WHEREAS, the Town of Cheektowaga is a recipient of HUD HOME Investment Partnerships Program (HOME) funds as part of the Amherst-Cheektowaga-Tonawanda HOME Consortium; and

WHEREAS, the Town of Cheektowaga and Town of Amherst approved a \$300,000 Loan in April 2021 for HOME funding assistance for Angela's House, a 67-unit affordable senior/disabled rental housing complex to be converted at 600 Doat Street, Cheektowaga NY 14211 (Villa Maria Campus); and

WHEREAS, the Angela's House project has requested an additional \$200,000 in HOME funding assistance in order to address unforeseen construction cost increases following Pandemic inflation; and

WHEREAS, the Town of Cheektowaga has reviewed substantiating financial documents that warrant such an increase in the original loan amount and extend the construction schedule; and

WHEREAS, the Town of Cheektowaga is requesting the Town of Amherst execute the Amended HOME Loan Agreement for Angela's House, including the following amended Exhibits to the Original Loan:

Amendment to the Leasehold Mortgage,
Amendment to the Restrictive Covenant,
Modification of the Promissory Note,
Modification of the Building Loan Contract; now therefore, be it

RESOLVED, that the Town Board of the Town of Amherst authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to execute the Amended HOME Loan Agreement with Angela's House, LLC, including the amended Exhibits as outlined above, with the increase loan agreement funded by Cheektowaga's share of HOME Investment Partnerships Program funds received as program income in 2020.

Fiscal Impact Statement: The funds necessary to enter into a contract with the Angela's House, LLC. have been budgeted in the FY 2020 Cheektowaga HOME budget as program income and are currently available on-hand for use (N20-48). The resolution will, therefore, have no impact on the Town's current budget or tax rate.

Attachment: FINAL Amendment to HOME Agreement with Exhibits 3.6.23 (RES-2023-255 : Angela's House HOME Loan Agreement -

EXHIBIT F
AMENDED RESTRICTIVE COVENANT

RECORDED AND RETURN TO:

John Dudziak, Cheektowaga Town Attorney
3301 Broadway Street – Town Hall – Rm. 206
Cheektowaga, New York 14227

RE: Angela's House – 2020 HOME M20-DC360511

AMENDMENT TO RESTRICTIVE COVENANT

The undersigned Parties, Angela's House LLC (Borrower), Angela's House Housing Development Fund Corporation (the "HDFC" and together with the Borrower, collectively the "Grantor") and the Town of Cheektowaga, as a member of the Amherst-Cheektowaga-Tonawanda HOME Consortium, ("Grantor") hereby do agree to modify, as set forth in this document dated the ____ day of 2023 ("Amendment to Restrictive Covenant"), the Restrictive Covenant dated April 21, 2021 and recorded at the Erie County Clerk's Office at Book 11383, Page 3718.

PARTIES

Angela's House, LLC ("Borrower") entered into a "Building Loan Contract" with the Town of Cheektowaga ("Lender") dated April 21, 2021 and recorded at the Erie County Clerk's Office on July 14, 2021 at Book 337, Page 7594. Angela's House Housing Development Fund Corporation (the "HDFC") and Angela's House LLC ("Borrower") entered into a "Leasehold Mortgage/Mortgage and Security Agreement" with the Town of Cheektowaga ("Lender") dated April 21, 2021 and recorded at the Erie County Clerk's Office on July 14, 2021 at Book 14004, Page 3603. In accordance with the terms of the aforementioned "Restrictive Covenant" the obligations and restrictions thereof are applicable and binding on Angela's House, LLC, and Angela's House Housing Development Fund Corporation. Angela's House, LLC, Angela's House Housing Development Fund Corporation and the Town of Cheektowaga are the Parties to this Amendment and all are authorized to execute the same.

AMENDING LANGUAGE

The Parties agree to amend the Restrictive Covenant as follows:

1. Paragraph 3 on page 3719 of Book 11383 shall be amended to read as follows:

WHEREAS, the Town of Cheektowaga awarded HOME funds to the Borrower for costs in connection with the construction of five (5) out of sixty-seven (67) residential units at 600 Doat Street, Cheektowaga, NY 14211, which property is described in Schedule A attached hereto and made a part hereof (the "Premises");

IN WITNESS THEREOF, this Instrument has been duly executed by the Grantor as of the date first written above.

ANGELA'S HOUSE LLC

a New York limited liability company

By: _____

Name: Benathan Upshaw

Title: Authorized Signatory

STATE OF NEW YORK :
COUNTY OF ERIE : SS:

On the ____ day of _____, in the year 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared **Benathan Upshaw**, to me personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ANGELA'S HOUSE HOUSING DEVELOPMENT FUND CORPORATION

a New York not-for-profit corporation

By: _____

Name: Steven Timmel

Title: Authorized Signato

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 **Steven Timmel**, 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 she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person of which the individual acted, executed the instrument.

NOTARY PUBLIC

Town of Cheektowaga

By: _____

Name: Diane Benczkowski

Title: Town of Cheektowaga Supervisor

STATE OF NEW YORK :
COUNTY OF ERIE : SS:

On the ____ day of _____, in the year 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared **Diane Benczkowski**, to me personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT I

BUDGET

Development Budget –Sources and Uses

Construction Sources	Amount
Bank Construction Lending (Evans Bank)	\$11,518,402
HHAP	\$3,692,030
LIHTC (Equity) HCR LIHTC Tax Credit	\$2,730,041
Deferred Developer Fee	\$2,046,763
HTC-Federal & State (Equity)	\$1,950,236
Town of Cheektowaga HOME	\$500,000
Deferred Capitalized Reserves/Working Cap	\$115,715
Total	\$22,553,187

Permanent Sources	Amount
LIHTC (Equity) HCR LIHTC Tax Credit	\$8,865,448
HTC-Federal & State (Equity)	\$6,332,384
HHAP	\$3,692,030
SHOP	\$2,918,714
Town of Cheektowaga-HOME	\$500,000
NYSERDA	\$60,200
Deferred Developer Fee	\$184,411
Total	\$22,553,187

Permanent Uses	Amount
Building Acquisition	\$200,000
Construction Costs	\$16,032,000
Soft Costs	\$3,540,600
Reserves	\$115,715
Developer Fee	\$2,664,872
Total	\$22,553,187

**EXHIBIT J
SCHEDULE**

Angela's House Construction Schedule

ID	i	Task Name	Duration	Start	Finish	Jun '21	Jul '21	Aug '21	Sep '21	Oct '21	Nov '21	Dec '21	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23
1		CONSTRUCTION	149days?	Tue 8/9/22	Tue 2/28/23																									
2																														
3																														
4		SITE WORK	237days	Mon 10/3/22	Thu 8/24/23																									
5		Asphalt Paving Binder	2days	Wed 8/23/23	Thu 8/24/23																									
6		Asphalt Paving - Top	2days	Mon 10/10/22	Tue 10/11/22																									
7		Final Grading	8days	Mon 10/3/22	Wed 10/12/22																									
8		Set Light Poles & Bollards	3days	Mon 10/24/22	Wed 10/26/22																									
9		Site Improvements - Benches / Signage	13days	Wed 10/12/22	Fri 10/28/22																									
10		Final Seeding & Landscape	5days	Mon 10/17/22	Fri 10/21/22																									
11		Pavement Stripping	2days	Thu 10/27/22	Fri 10/28/22																									
12		Sidewalks & Curbs (remaining)	5days	Mon 10/3/22	Fri 10/7/22																									
13																														
14		ADDITION WORK	78days	Mon 8/15/22	Fri 11/25/22																									
15		Interior Metal Stud Framing	11days	Wed 9/28/22	Wed 10/12/22																									
16		Exterior Brick Veneer	40days	Mon 8/15/22	Fri 10/7/22																									
17		Complete Roofing	5days	Mon 10/10/22	Fri 10/14/22																									
18		Insulation	3days	Wed 10/12/22	Fri 10/14/22																									
19		MEP Finishes	10days	Mon 10/10/22	Fri 10/21/22																									
20		Hang & Finish Drywall	16days	Mon 10/17/22	Fri 11/4/22																									
21		Painting	5days	Mon 11/7/22	Fri 11/11/22																									
22		Handrails	5days	Mon 11/14/22	Fri 11/18/22																									
23		Flooring & Stair Treads	8days	Wed 11/16/22	Fri 11/25/22																									
24		Alumumin Windows	2days	Thu 10/13/22	Fri 10/14/22																									
25		Elevator (2 stop)	11days	Mon 10/31/22	Fri 11/11/22																									
26																														
27		BUILDING SHELL / ELEVATOR	35days?	Tue 8/9/22	Mon 9/26/22																									
28		New Elevator (6 stop)	35days	Tue 8/9/22	Mon 9/26/22																									
29		Refurbish Existing Elevator	30days	Wed 9/28/22	Sat 11/5/22																									
30																														
31		6TH FLOOR	39days?	Tue 8/9/22	Fri 9/30/22																									
32		Finish All items on 6th Floor	44days	Tue 11/29/22	Fri 1/27/23																									
33																														
34		5TH FLOOR	49days?	Tue 8/9/22	Fri 10/14/22																									
35		Finish All items on 5th Floor	49days	Tue 11/29/22	Fri 2/3/23																									
36																														
37		4TH FLOOR	59days?	Tue 8/9/22	Fri 10/28/22																									
38		Finish All items on 4th Floor	137days	Tue 8/9/22	Fri 2/10/23																									
39																														
40		3RD FLOOR	71days?	Tue 8/9/22	Fri 11/11/22																									
41		Finish All items on 3rd Floor	142days	Tue 8/9/22	Fri 2/17/23																									
42																														
43		2ND FLOOR	142days	Wed 8/10/22	Mon 2/20/23																									
44		Finish All items on 2nd Floor	142days	Wed 8/10/22	Mon 2/20/23																									
45																														
46		1ST FLOOR	129days	Tue 9/6/22	Tue 2/28/23																									
47		Finish All items	128days	Tue 9/6/22	Mon 2/27/23																									
48		Substantial Completion	1day	Tue 2/28/23	Tue 2/28/23																									

Asphalt Paving - Top

Final Grading

Set Light Poles & Bollards

Site Improvements - Benches / Signage

Final Seeding & Landscape

Pavement Stripping

Sidewalks & Curbs (remaining)

Interior Metal Stud Framing

Roof (dry in)

Complete Roofing

MEP Rough

Insulation

Hang & Finish Drywall

Painting

Handrails

Flooring & Stair Treads

Alumumin Windows

Elevator (2 stop)

New Elevator

Refurbish Existing Elevator

Finish All items on 6th Floor

Finish All items on 5th Floor

Finish All items on 4th Floor

Finish All items on 3rd Floor

Finish All items on 2nd Floor

Substantial Completion


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Planning
 Initiated by: **Dan Howard**
 Co-Sponsored by:

DOC ID: 27235

RESOLUTION 2023-256
ADOPTED

Inter-Municipal Agreement with Erie County Department of Environment and Planning for a 2022 Agricultural Planning Grant

WHEREAS, on August 9, 2021 the Town Board adopted the Amherst Farmland Protection and Agricultural Development Plan; and

WHEREAS, on October 3, 2022 the Town Board authorized the Planning Department to pursue a grant from the Erie County Department of Environment and Planning Office of Agriculture for an Updated Open Space Inventory and Prioritization Plan to inform the continuation of the Town's conservation easement program as recommended by the Amherst Farmland Protection and Agricultural Development Plan; and

WHEREAS, the Town was awarded a \$15,000 grant by Erie County on December 22, 2022; and now therefore be it

RESOLVED, that the Town Board authorizes the Town Supervisor to enter into an inter-municipal agreement with Erie County Department of Environment and Planning for a 2022 Agricultural Planning Grant and other related documents to the grant, and pending approval in CRS.

3/6/2023

Consent

FINANCIAL IMPACT:

Fiscal Impact Statement: This action will have no impact on the Town operating budget or on the tax rate.

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



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Director

Daniel Ulatowski, A
Assistant Planning Dir

Town Board Agenda of March 6, 2023

March 1, 2023

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

SUBJECT: Authorization to enter into an inter-municipal agreement with Erie County Department of Environment and Planning for a 2022 Agricultural Planning Grant to pursue an Open Space Inventory Update and Prioritization Plan

Honorable Members:

The Planning Department requests that the Town Board authorize the Town Supervisor to enter into an inter-municipal agreement with Erie County to accept funding through its 2022 Agriculture Grant program to prepare an update to the Town's Open Space Inventory. The Town Board authorized the Planning Department to pursue the grant in the amount of \$15,000 at their meeting on October 3, 2022, and was awarded the grant on December 22, 2022.

The last Open Space Inventory was conducted in 1988. Since then, the Parks and Recreation Department keeps a current list of open space parcels specifically for acquisition by the Town. This project however would compile a comprehensive list of undeveloped lands 10 acres or more, and would prioritize these parcels for inclusion in the Town's Conservation Easement program.

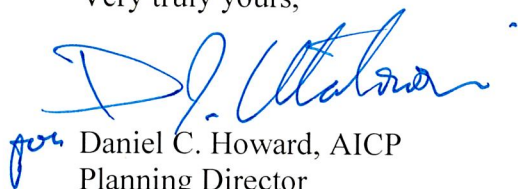
With the completion of the 2021 Farmland Protection and Agricultural Development Plan, the focus is now on the implementation of the Recommendations set forth in the Plan, in particular, a new conservation easement program to protect farmland in the Town of Amherst. However, it has become apparent that in order to protect the strategic parcels of land that surround the existing active farmland the Town will need to include lands classified as undeveloped, and not necessarily farmed. The first step in this process is to identify the undeveloped lands throughout the town, then inventory and prioritize the lands to be targeted for conservation.

At this time, the Agreement has yet to receive approvals in CRS, however approval is expected.

Please consider the attached resolution to enter into an inter-municipal agreement with Erie County to receive the Agriculture Grant funding for the Open Space Inventory and Prioritization Plan.

Attachment: 2022 Agricultural Planning Grant (RES-2023-256 : 2022 Agricultural Planning Grant)

Very truly yours,


for Daniel C. Howard, AICP
Planning Director

RR/

cc: Linda Juul, Contract Compliance
Marty Polowy, Town Attorney

Attachment: 2022 Agricultural Planning Grant (RES-2023-256 : 2022 Agricultural Planning Grant)

INTERMUNICIPAL AGREEMENT

BETWEEN THE COUNTY OF ERIE AND THE TOWN OF AMHERST

THIS AGREEMENT, entered into this ____ day of _____, 202____ between the **COUNTY OF ERIE**, a municipal corporation of the State of New York, with principal offices located at 95 Franklin Street, Buffalo, New York 14202, (hereinafter referred to as the “County”) and the **TOWN OF AMHERST**, a municipal corporation of the State of New York, located at 5583 Main Street, Williamsville, NY 14221 (hereinafter referred to as the “Town”).

WHEREAS, pursuant to Section 324 of New York State’s Agricultural and Markets Law, and otherwise, the County, as part of its governmental functioning may develop plans, in cooperation with the local soil and water conservation district and soil conservation service, and other governmental agencies, which shall include, but not be limited to:

- (a) the location of any land or areas proposed to be protected;
- (b) an analysis of the following factors concerning any areas and lands proposed to be protected:
 - (i) value to the agricultural economy of the county;
 - (ii) open space value;
 - (iii) consequences of possible conversion; and
 - (iv) level of conversion pressure on the lands or areas proposed to be protected;
- and

(c) a description of the activities, programs and strategies, including efforts to support the successful transfer of agricultural land from existing owners to new owners and operators, especially new and beginning farmers, intended to be used by the county to promote continued agricultural use

WHEREAS, the County in 2020 established the Office of Agriculture in 2020 to address the loss of farmland, improve the viability of farming, and assist rural municipalities with planning for agriculture; and

WHEREAS, in furtherance of its aforesaid governmental functions, the County desires to aid the Town with preparing an Open Space Inventory Update and Prioritization Plan to better address agricultural land use planning within the Town; and

WHEREAS, the Town has applied for and been awarded funds from the County; and

WHEREAS, the Erie County Legislature allocated funding for this Agreement via resolution Comm. 20E-8 passed on December 15, 2022; and

WHEREAS, on _____, 2023, the Town of AMHERST adopted a resolution agreeing to accept the funding and enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and Town (collectively the “Parties”) agree as follows:

1. **RECITALS**: The foregoing recitals are incorporated into the terms of this Agreement.

2. **SCOPE OF SERVICES:** The Town shall undertake preparation of an Open Space Inventory Update and Prioritization Plan, further described and incorporated herein as **Exhibit A**.
3. **TIME OF PERFORMANCE:** The term of this Agreement and the provisions herein shall continue for two (2) years from the date of the Agreement above.
4. **BUDGET:** The project budget is attached hereto and incorporated herein as **Exhibit B** of this Agreement. The County may require a more detailed budget breakdown than the one contained herein, and the Town shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to this budget must be approved in writing by both the County and the Town.
5. **PAYMENT and REPORTING:** It is expressly agreed and understood that in exchange for the services described herein, the total amount to be paid by the County to the Town under this Agreement shall not exceed \$15,000.
 - A. **Payment Requests:** Payments will be made on a reimbursement basis upon proof submitted by the Town for eligible expenses actually incurred by the Town.
 - B. **Final Payment Request:** The Town shall only receive final payment upon proof that Municipal Action has been taken regarding this Agreement. "Municipal Action" shall be constituted by approval, acceptance, or adoption of the final planning document by the Town's governing board. The Town shall certify that Municipal Action has been taken by submitting a final payment request with a certified resolution.
 - C. **Closeout Report:** The Town shall only receive final payment upon submittal of a closeout report detailing project accomplishments and outcomes. The Town shall submit the closeout report with the final payment request.
6. **INDEMNIFICATION:** To the fullest extent permitted by law, the Town shall indemnify, defend and hold harmless the County, its agents, employees, representatives and successors, against any and all claims, losses, damages and injuries including death, property damage, lawsuits or other disputes, arising out of any act or omission by any person or persons who are officials, professionals affiliated with or employees of the Town, or its agents, related to the activities described herein.
7. **INSURANCE:** During the term of this Contract, the Town agrees to procure and maintain insurance coverage naming the County as additional insured in the amounts and limits attached hereto and incorporated herein as **Exhibit C**.
8. **EXECUTORY:** This Agreement shall be deemed executory only to the extent of funds available as determined by the Budget Director and appropriated by the County for the performance of the terms hereof, and no liability on account thereof shall be incurred by the County beyond such funds. Funds provided pursuant to this Agreement shall not be used for any purpose prohibited by law.

9. **RECORDS:** The Town shall maintain complete, accurate and current records of all financial transactions relating to its operation and the services performed pursuant to this Agreement. During the term of this Agreement and at any time within six (6) years thereafter, the Town shall make such records available, upon request, to the County for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Town, its offices and facilities, for the purpose of verifying information supplied to the County or for any other purpose reasonably related to monitoring the services to be performed by the Town pursuant to this Agreement.

10. **ASSIGNMENT and SUBCONTRACTS:** The Town shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Town shall not subcontract any part of the services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of services under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontracts are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Town that for the purposes of this Agreement, all services performed on an approved subcontract shall be deemed services performed by the Town and the Town shall insure that such subcontracted service is subject to the material terms and conditions of this Agreement.

11. **NOTICES:** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the TOWN:

Town Attorney
5583 Main Street
Amherst, NY 14221

To the COUNTY:

Commissioner
Department of Environment and Planning
95 Franklin Street, Rm. 1012
Buffalo, NY 14202

with a copy to:

Erie County Attorney
95 Franklin Street, Rm. 1634
Buffalo, NY 14202

Or at any such other address of such person as the Parties may designate.

12. **INDEPENDENT CONTRACTOR**: It is mutually understood and agreed by the Parties that an independent contractor relationship be hereby established under the terms of this Agreement and that the Town and any employees of the Town are not, nor shall they be deemed to be, employees of the County. Similarly, the County and any employees of the County are not, nor shall they be deemed to be, employees of the Town.
13. **COUNTY RECOGNITION**: The Town shall insure recognition of the role of the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Town will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
14. **SEVERABILITY**: If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected by such finding, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
15. **GOVERNING LAW**: This Agreement shall be governed by and constructed in accordance with the law of the State of New York.
16. **TERMINATION**: In the event of a breach or default by the Town of any of the terms and conditions of this Agreement, the County may terminate this Agreement on ten (10) days written notice to the Town and request such other remedy as may be reasonable and appropriate in view of the circumstances of such breach or default, including but not limited to, reimbursement to the County by the Town of all or part of the funds granted to the Town under this Agreement.
17. **COUNTERPARTS**: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall together constitute but one and the same instrument.
18. **ENTIRE AGREEMENT**: This Agreement constitutes the sole and complete agreement and understanding of the Parties with respect to the rights granted herein and supersede all prior written or oral agreements and understandings with respect to the rights granted herein.
19. **EQUAL PAY**: The Town shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as **Exhibit D** and made a part hereof. The Town shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Town, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Town's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Town is not qualified to participate in future County contracts.

20. **AMENDMENT:** This Agreement shall not be changed, amended or altered in anyway except in writing and executed by both Parties.

[The remainder of this page is intentionally left blank and signature pages to follow.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the day and year first written above.

COUNTY OF ERIE

TOWN OF AMHERST

By: _____

Mark C. Poloncarz/Lisa Chimera
County Executive/Deputy County Executive
Date: _____

Brian J. Kulpa
Supervisor

APPROVED AS TO CONTENT

Daniel Castle, AICP
Commissioner, Erie County Department of
Environment and Planning

APPROVED AS TO FORM

RICHARD STANTON
Assistant County Attorney

Doc. No.: _____
Dated: _____

EXHIBIT A
SCOPE OF WORK

Task 1: Agricultural and Open Space Inventory Committee

Establish a committee to assist in determining Town preferences and priorities for open space protection. Conduct a minimum of two meetings to determine and clarify the Town's preferences and priorities for protection

Task 2: Inventory

Compile a list of all undeveloped parcels across the town including agricultural and conservation lands 10 acres or more, into an excel spreadsheet.

Task 3: Inventory Parcel Map

Compile a map of the parcel list, utilize the Real Property Tax land classification data (RPS) to verify the parcel is undeveloped, additionally, aerial mapping and/or in-field verification might be needed.

Task 4: Methodology

The consultant will assist the Committee to develop a methodology (rating system) for scoring and prioritization of undeveloped lands and create a table to assist with scoring each parcel.

Task 5: Mapping

Compile and produce GIS mapping of parcels prioritization criteria set forth in the methodology table.

EXHIBIT B
PROJECT BUDGET

COST

SOURCE

Open Space and Prioritization Plan

(Contractual Services)

Erie County DEP Grant \$15,000

*Town staff will provide support services
to the Consultant -In-Kind

TOTAL

\$15,000

EXHIBIT C
INSURANCE REQUIREMENTS

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. **CERTIFICATES OF INSURANCE**

- A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
 B. Coverage must comply with all specifications of the contract.
 C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employers Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Addl Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.

VI. Coverage must be provided on a primary-noncontributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

VIII. If the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted.

X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law — Use Applicable Certificates Below:

Workers Compensation Forms		DBL (Disability Benefits Law) Forms	
CE-200	Exemption	CE-200	Exemption
C105.2	Commercial Insurer	DB-120.1	Insurers
SI-12	Self Insurer	DB-155	Self Insured
GSI-105.2	Group Self Insured		
U-26.3	New York State Insurance Fund		

XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

EXHIBIT D**ERIE COUNTY EQUAL PAY CERTIFICATION****COUNTY OF ERIE****MARK C. POLONCARZ**

COUNTY EXECUTIVE

Executive Order #13**Pay Equity Certification on County Contracts**

WHEREAS, federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964 and Federal Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity) (together "Federal Equal Pay Law"), requires that men and women in the same workplace be given equal pay for equal work; and

WHEREAS, Section 194 of New York State Labor Law ("NYS Equal Pay Law") prohibits compensating men and women differently for the same work; and

WHEREAS, on average, a full-time working woman in New York State earns just 85 cents for every dollar that a man earns and the pay gap is even greater for African-American and Latina women; and

WHEREAS, females make up nearly fifty-two percent of Erie County's population; and

WHEREAS, women make up nearly half of the U.S. labor force and are a growing number of breadwinners in their families; and

WHEREAS, this pay differential shortchanges women and their families by thousands of dollars a year, and potentially hundreds of thousands of dollars over a lifetime, presenting a lifelong threat to those families' economic security and reducing their earnings through Social Security and other post retirement plans; and

WHEREAS, poverty is recognized as a leading cause of or contributing factor to many social problems, including but not limited to substance abuse, domestic violence, child abuse, improper nutrition, obesity, improper health care and criminal conduct; and

WHEREAS, the impact of pay differentials is exacerbated as workers age, causing underpaid workers to disproportionately rely upon various forms of public support in their retirement years; and

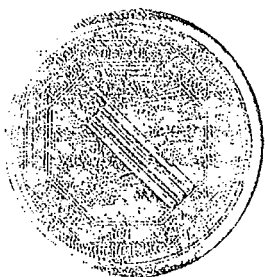
WHEREAS, pay inequity can significantly impact the County, necessitating the provision of various public subsidies for low income residents and leading to the lack of receipt of income by women residents which would be spent in our local economy; and

WHEREAS, through the enforcement of current state and federal laws that ban unequal pay for equal work, Erie County can help ameliorate the many negative consequences of pay inequality, thereby improving the lives of those who might otherwise be underpaid, strengthening families and protecting children, and reducing the demand for public services, all positively impacting county, state and federal budgets.

NOW, THEREFORE, I MARK C. POLONCARZ, Erie County Executive, by virtue of the authority vested in me by the Erie County Charter § 302, do hereby order as follows:

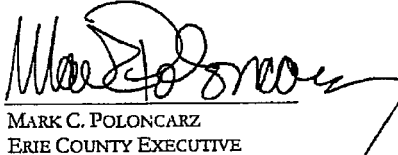
1. It is ordered that on and after January 1, 2015, all Erie County offices, departments and administrative units, including but not limited to the Division of Purchase, fully implement a requirement in all bids, requests for proposals and other contract solicitations that the contractor submit an Erie County Equal Pay Certification which certifies the contractor's compliance with Federal Equal Pay Law and New York State Equal Pay Law (together, the "Equal Pay Laws"). Such certification shall be required prior to execution of the contract; and it is,
2. Further ordered that such certification shall include a representation by the contractor that it has not been the subject of an adverse finding under the Equal Pay Laws within the previous five years and shall include disclosure of any currently pending claims against the contractor; and it is,
3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,
4. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for determining a bidder or responder is not qualified to participate in future County contracts; and it is,
5. Further ordered that the Law Department prepare an Erie County Equal Pay Certification for use by Erie County offices, departments and administrative units and assure compliance with this Executive Order in the contract approval process; and it is,
6. Further ordered that the County Division of Equal Employment Opportunity ("EEO") establish a procedure for compliance monitoring and periodic auditing of certification records; and it is,

GIVEN, under my hand and the Privy Seal of the County of Erie in the City of Buffalo this 6th day of November, in the year two thousand fourteen.



COUNTY OF ERIE

BY:


 MARK C. POLONCARZ
 ERIE COUNTY EXECUTIVE

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

_____, being duly sworn, states that he or she is the
(Name of Corporate Officer)

_____, of _____,
(Title of Corporate Officer) (Name of Corporation)

the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____ Day of _____, 20____

Notary Public



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Police
 Initiated by: **Scott Chamberlin**
 Co-Sponsored by:

DOC ID: 27189

RESOLUTION 2023-257

ADOPTED

Training & Travel Request Advanced Mobile Device Examiner Training Course

TOWN BOARD AGENDA ITEM : MARCH 6, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Training & Travel Request
 Advanced Mobile Device Examiner Training Course

Kindly adopt a resolution authorizing One (1) Police Officer to attend the Advanced Mobile Device Examiner Training Course in Hoover, Alabama. This course is being held from May 28, 2023 to June 9, 2023. The cost for the training and travel for this course is paid for by the organization teaching the course.

Thank you.

SPC:msl

C: Tim Koller, Deputy Town Clerk (**Agenda Item: March 6, 2023**)

3/6/2023

Consent

FINANCIAL IMPACT:

None for the purposes of this Resolution

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: 03/06/23 07:00 PM
 Department: Police
 Initiated by: **Scott Chamberlin**
 Co-Sponsored by:

DOC ID: 27190

RESOLUTION 2023-258

ADOPTED

Training & Travel Request Basic Computer Evidence Recovery Training

TOWN BOARD AGENDA ITEM : MARCH 6, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Training & Travel Request
 Basic Computer Evidence Recovery Training

Kindly adopt a resolution authorizing One (1) Police Officer to attend a Basic Computer Evidence Recovery Training Course in Hoover, Alabama. This course is being held from March 19, 2023 to April 21, 2023. The cost for the training and travel is approximately \$755.04.

Thank you.

SPC:msl

C: Tim Koller, Deputy Town Clerk (**Agenda Item: March 6, 2023**)

3/6/2023

Consent

FINANCIAL IMPACT:

A 3121 .4050: \$686.40

*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


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Police
 Initiated by: **Scott Chamberlin**
 Co-Sponsored by:

DOC ID: 27191

RESOLUTION 2023-259
ADOPTED

Amended Travel Request Basic Computer Evidence Recovery Training (BCERT)

TOWN BOARD AGENDA ITEM : MARCH 6, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

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

Kindly adopt a resolution amending Town Board Resolution #2022-1223, adopted December 12, 2022, which authorized One (1) Officer to attend Basic Computer Evidence Recovery Training (BCERT) course in Hoover, Alabama. This course was held from January 1, 2023 through February 3, 2023. The cost for the travel to and from this training course has increased from \$843.92 to \$1,688.06. This total includes the required contingency amount.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: March 6, 2023**)

3/6/2023

Consent

FINANCIAL IMPACT:

A 3121 .4050: \$1,534.60

*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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ \$250 or LESS and under 75 miles

Department Head Approval ONLY Required

Revised 12/22/2021

☒ \$250 + or greater than 75 miles

Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
1/1/2023	2/3/2023	Hoover, AL	Basic Computer Evidence Recovery Training (BCERT)

Expenses

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	
Other	
Subtotal	
Contingency - 10% of subtotal or \$200	
TOTAL	

Estimated	Budget A/C #	Actual
\$767.20	A3121 .4050	
\$767.20		N/A
\$76.72		N/A
\$843.92		

Request Approved By:



Department Head Signature



Date

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


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Police
 Initiated by: **Scott Chamberlin**
 Co-Sponsored by:

DOC ID: 27201

RESOLUTION 2023-260
ADOPTED

Change Order Digital Surveillance Solutions (DSS) Town Hall Access Control (Change Order CRS #3870) (Original CRS #2711)

TOWN BOARD AGENDA ITEM : MARCH 6, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Change Order: Digital Surveillance Solutions (DSS)
 Town Hall Access Control
 (Change Order CRS #3870)(Original CRS #2711)

Kindly adopt a resolution authorizing a \$270.00 change order increase with regard to the above entitled matter. Additional costs were incurred while making security improvements at Town Hall by performing work open hours at second shift wages. This change order has successfully completed the Contract Routing System.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: March 6, 2023**)

3/6/2023

Consent

FINANCIAL IMPACT:

KP 2110 .2150: \$21,197.64 + \$270.00= New Total Cost: \$21,467.64

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

Change Order - 2nd Shift Work for Project #1073

Prepared For:

Tom Barillari
Town of Amherst
5583 Main Street
Williamsville, NY 14221
United States
tbarillari@apdny.org

Prepared By:

Jessica Pitarresi
Digital Surveillance Solutions, Inc.
485 Cayuga Road
Buffalo, NY 14225
jessicap@dssvideo.com
716-597-0369

Quote #	Sales Rep	State Contract
DSSQ4133	Jessica Pitarresi	PT68787

Item Number	Description	QTY	Unit Price	Total Price
Physical AC SystemTech	DSS Labor Install maglock, reader, Push to Exit button, and Request to Exit. Configuration of new portals in S2. Run conduit as needed. Prevailing wage.	-10	\$125.00	-\$1,250.00
Physical AC SystemTech	DSS Labor Access control cable runs and terminations. Run cabling from door to devices. Prevailing wage.	-6	\$125.00	-\$750.00
Physical AC SystemTech	DSS Labor Terminate to S2 Node and wire devices. Prevailing wage.	-2	\$125.00	-\$250.00

2nd Shift Work - Front Entrance Door

Physical AC SystemTech	DSS Labor Install maglock, reader, Push to Exit button, and Request to Exit. Configuration of new portals in S2. Run conduit as needed. Prevailing wage.	10	\$140.00	\$1,400.00
Physical AC SystemTech	DSS Labor Access control cable runs and terminations. Run cabling from door to devices. Prevailing wage.	6	\$140.00	\$840.00
Physical AC SystemTech	DSS Labor Terminate to S2 Node and wire devices. Prevailing wage.	2	\$140.00	\$280.00

SUBTOTAL	\$270.0
SALES TAX	\$0.0
Optional Item Total	\$0.0
TOTAL	\$270.0

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors

To accept this proposal, sign here and return: _____

Thomas M. Barillari

1/19/2022

Signature

Date

Attachment: Change Order DSSQ4133 (RES-2023-260 : Change Order: DSS (CRS# 3870))


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Senior Services
 Initiated by: **Melissa Abel**
 Co-Sponsored by:

DOC ID: 27220

RESOLUTION 2023-261
ADOPTED
Erie County Congregate Dining Services CRS #3805

We respectfully request Town Board permission to authorize the Supervisor to sign the Contract Amendment to the Erie County Congregate Dining Contract between the Town of Amherst (Department of Senior Services) and Erie County.

3/6/2023

Consent

FINANCIAL IMPACT:

A6773-04001

\$153,160.00

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

SCHEDULE E: Remuneration rev. 12.6.22**Town of Amherst by and through Amherst Center for Senior Services****Congregate Dining Services**

Budget: Attached (Schedule E- Budget Attachment Town of Amherst Congregate Dining 2023 Budget) is the Agency Budget for this Agreement. The Budget shall be subject to review and approval by the County for accuracy as well as for allowable expenses under the grant(s).

Payments: Any and all requests for payment to be made, including any request for partial payment if such is permitted hereunder, shall be submitted by the Agency on properly executed payment invoices of the County.

1. **Fiscal Reporting:** The Agency agrees to submit a monthly financial report to the County on or before the tenth (10th) day of the month after the end of each monthly period of the program year, on forms provided by the County. The Agency agrees to submit an annual fiscal report to the County, within thirty (30) days after the end of each program covering the use of all federal, state and county funds received on this agreement during the preceding program year on forms provided by the County. The Agency agrees to establish and maintain separate accounting records for this contractual agreement in accordance with generally accepted accounting principles.
2. **Payment for Food:** The County shall reimburse the Agency for meals prepared and served as specified in Schedule A, at a rate of **\$4.37** per meal.
3. **Clean-up Costs:** The County shall reimburse the Agency for clean-up at the congregate site as specified in Schedule A, at a rate of **\$.25** clean-up cost per meal served.
4. **Transportation/Escort Services:** The County shall reimburse the Agency for transportation and/or escort of qualified Nutrition Program participants to and/or from the Agency site as specified in Schedule A, provided such transportation is at the expense of the Agency. This reimbursement is computed at the sum of **\$.22** for each qualified participant transported, not to exceed one round trip per participant, per service day.
5. **Criteria for Cost Review:** Commencing July 2020 and July of each contract year thereafter, and as part of the annual budget review, the per unit price may be adjusted to calculate for any change in the Consumer Price Index – Food Away from Home, as measured by the most current index available at the time of the review, or at the time of last review, whichever is more current, using the latest available data in each instance. Any such changes will become effective on January 1 of the ensuing contract year.
6. **Refund by the Agency.** If, upon the expiration of this Agreement, the amount received by the Agency, including but not limited to any advance payments made by the County under this Agreement, exceeds the authorized expenditures pursuant to this Agreement, the Agency shall remit to the County the amount of such excess within ten (10) days upon separate request of the County. The Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.
7. **Final Payment by the County.** If, upon the expiration or termination of this agreement, the County owes the Agency for contract services, the Agency shall submit an invoice within thirty (30) days after the termination date, in such form and supported by such documentation and certification as the County may require, and the County shall pay the Agency the appropriate amount. The County's obligation under this Section shall continue beyond the expiration or termination of this contract.

Contract Fifth Amendment

THIS FIFTH AMENDMENT made on January 1, 2023 between the COUNTY OF ERIE, (herein, "COUNTY") a municipal corporation of the State of New York, having its principal office in Buffalo, Erie County, New York, and **Town of Amherst by and through the Amherst Center for Senior Services**, a non-profit organization under the laws of the State of New York (herein, "AGENCY") having its office at Town Hall, 5583 Main Street, Williamsville, New York 14221; amends the agreement made between the above-named parties on the 1st day of January, 2019 effective from January 1, 2019 to and inclusive of December 31, 2021.

NOW, THEREFORE, it is mutually agreed by and between the parties:

1. Except as hereinafter set forth, this fourth amendment is in addition to and not in substitution of the January 1, 2019 agreement between COUNTY and AGENCY, filed with the County Attorney's office as Document #19-184-SS (the "Agreement"), as amended.
2. The Agreement, as amended, is hereby further amended to **extend the term for the period 1/1/23-12/31/23**, as per the original agreement, Section 2.1 Term of the Agreement: "The County, in its sole discretion, may extend the agreement beyond its initial term for up to two (2) additional one (1)-year periods at the same prices and conditions."
3. The Agreement, as amended, is hereby further amended to replace **Schedule E: Remuneration Schedule** with attached **Schedule E: Remuneration Schedule rev. 12.6.22**.
4. The Agreement is hereby amended to replace **Schedule E: Attachment** with attached **Schedule E: Attachment Town of Amherst Congregate Dining 2023 Budget**.
5. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement has been signed by the duly authorized officers of the respective parties.

COUNTY OF ERIE

Town of Amherst Center for Senior Services

Mark Poloncarz/Lisa M. Chimera

County Executive/Deputy County Executive

Date: _____

Brian J. Kulpa

Town Supervisor

Date: _____

Approved as to content:

By: (Electronically signed)

Date: _____

Angela Marinucci, Acting Commissioner Dept. of Senior Services

Approved as to form:

By: (Electronically signed)

Date: _____

Aaron Rubin, Assistant County Attorney

Document# 19-184-SS (AMEND 5)

Department of Senior Services
 Town of Amherst Congregate Dining
 2023 Budget

	2023
	Amherst
Total meal price	\$7.14
Less: contributions	\$2.50
Less:Amherst match per meal	\$0.27
County price per meal	\$4.37
Times: meals	33000
County cost for food	<u>\$144,210.00</u>
Plus: cleanup & escort \$s	<u>\$8,950.00</u>
total county cash	<u>\$153,160.00</u>
subcontract match	<u>\$8,910.00</u>
total contract	<u>\$162,070.00</u>


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Engineering Services
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 27222

RESOLUTION 2023-262
ADOPTED

WPCF De-Ionized Water System Service Contract Evoqua Water Technologies CRS 3874

The WPCF is requesting that the Town Board authorize the Supervisor to sign a service agreement with Evoqua Water Technologies. Evoqua is the sole source, factory authorized service provider for the WPCF's De-Ionized Water Production System, which is critical to the lab at the WPCF. The term of this contract will be from date of execution by the Town of Amherst through February 28, 2024.

This request has successfully completed the contract review process.

Funds will be available in G9916-4860.

Thank you for considering this request.

3/6/2023

Consent

FINANCIAL IMPACT:

TBD; G9916-4860

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 Evoqua Water Technologies and the Town of Amherst permitting the Town of Amherst to enter into a one year service contract according to the attached renewal request. The term of this contract will be from date of Town Board approval by the Town of Amherst through February 28, 2024.

Agreed to and Accepted by:

Agreed to and Accepted by:

Evoqua Water Technologies

TOWN OF AMHERST

By:


Signature

By:

Brian J. Kulpa
Supervisor

MATTHEW PREUSSE
Printed name

Date:

REGIONAL GENERAL MANAGER
Title

Date:

1/16/23



Remittance Address:
28563 Network Place
Chicago, IL 60603

Global Headquarters:
210 Sixth Ave., Suite 3300
Pittsburgh, PA 15222 USA

24hr Customer Service: (800) 466-7873
Tax ID Number: 80-0909020

Sign and return this with your account number via fax to (724)-572-0210 or email to poren renewal@evoqua.com

Date: December 20, 2022
To: CRYSTAL RUSSELL
CITY OF AMHERST
WASTEWATER TREATMENT 16
455 TONAWANDA CREEK RD
AMHERST, NY 14228-1230

Net Terms: N30 days
Phone: (716) 691-9771 X-8010
Fax: (716) 691-4496
Email: CRUSSELL@AMHERST.NY.US

Branch: 030 Upstate NY 40486710

Reference: Acct: 0302096448

Current PO: 22210338

Current Pricing Expires:
2/28/2023

>>> PLEASE NOTE: Completed Renewal letter or hard copy PO receipt required prior to expiration date referenced above <<<

Dear valued customer,

Thank you for being an Evoqua customer, as well as for allowing us to fulfill your water treatment needs. As your current purchase order will run out of funds soon, we look forward to extending our current engagement. The prices listed below will apply for the **12 Month** period immediately following the date above. If you do not currently issue blanket PO's to Evoqua for the services we provide, prices are subject to change without notice. Upon completion of this document, Evoqua Water Technologies LLC's Terms & Conditions will apply. The link is located at <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services>. For additional services or labor not included here, please call for rates. The schedule below is based on the systems current minimum annual service frequency. We appreciate your continued use of Evoqua's water services.

See Page 2

AUTO RENEWAL: This agreement will automatically renew using the payment method selected below or (if blank) as previously provided unless buyer expressly wishes to opt-out of this agreement. Evoqua Water Technologies, LLC will notify you of any price changes to allow an opportunity to authorize additional funds if required.

☒ I DO NOT WISH TO AUTORENEW

Please choose one of the following payment options:

☐ PLEASE AUTO-RENEW MY ACCOUNT WITH THE SAME PO REFERENCED ABOVE

☐ VISA / MASTER CARD / AMEX: CIRCLE ONE PLEASE. If paying by credit card, an additional usage fee may apply per invoice.

EXP DATE: _____ CARD# _____ NAME ON CARD: _____

**Please provide email where credit card invoice receipts need to be sent: _____

☐ PURCHASE ORDER: Service will be performed at the estimated frequency above or sooner and an invoice referencing the purchase order will be sent.

PO (# or authorized name if no purchasing system)

EXPIRATION DATE: _____

To speak with your representative, contact Jocelin OBriant via PH 724-772-6564 or jocelin.obriant@evoqua.com

PRINT NAME / DATE

PHONE NUMBER

CUST SIGNATURE / TITLE

EMAIL ADDRESS

IF TAX-EXEMPT, please provide a certificate issued to: Evoqua Water Technologies, LLC

Reference: Acct: 0302096448

Current PO: 22210338

Current Pricing Expires:
2/28/2023

THIS IS NOT AN INVOICE

Schedule of Services

Part Number	Description	Qty	Frequency	Unit Price	Minimum Yearly Total
W3TSP3006	FUEL/ENERGY SURCHARGE - SERVICE	1	12 Months	\$118.56	\$118.56
W3TSP3011	PM CONTRACT RECURRING - PARTS & LABOR	1	12 Months	\$9,835.04	\$9,835.04
W2T149194	FILTER CTRDG,20" 0.2UM CDE F POLYSUL N	1	6 Months	\$0.00	\$0.00
W2T149194	FILTER CTRDG,20" 0.2UM CDE F POLYSUL N	1	Over Annual Qty	\$157.99	Varies
W2T149272	MEMBRANE USF BW30-4040 DRY w/COUPLER	1	12 Months	\$0.00	\$0.00
W2T149272	MEMBRANE USF BW30-4040 DRY w/COUPLER	1	Over Annual Qty	\$333.78	Varies
W2T159653	CART 20" X 4.5 BB 5UM CODE F PP STR	1	3 Months	\$0.00	\$0.00
W2T177748	O-RING, SILICONE FOR GLASS BS118	2	12 Months	\$0.00	\$0.00
W2T182120	CLEANER,MINNCARE QUART	4	12 Months	\$0.00	\$0.00
W2T182120	CLEANER,MINNCARE QUART	1	Over Annual Qty	\$76.77	Varies
W2T182518	UV,LAMP BRK DWN PHOTO-OXI ORG-CONT;	1	12 Months	\$0.00	\$0.00
W2T182518	UV,LAMP BRK DWN PHOTO-OXI ORG-CONT;	1	Over Annual Qty	\$392.27	Varies
W2T183545	TUBE, QUARTZ CENTRA/MEDICA	1	12 Months	\$0.00	\$0.00
W2T187407	VENT,FLTR HIGH FLOW CENTRA LC173	1	6 Months	\$0.00	\$0.00
W2T187407	VENT,FLTR HIGH FLOW CENTRA LC173	1	Over Annual Qty	\$725.02	Varies
W3TSP4449	INSP & RECORD LAB POU PERFORMANCE DATA	1	3 Months	\$0.00	\$0.00
W3TSP4607	PERFORM & REPLCE VENT FLTR MAINT PER PMI	1	6 Months	\$0.00	\$0.00
W3TSP4678	PERFORM & REPLACE UV LAMP MAINT PER PMI	1	12 Months	\$0.00	\$0.00
W3TSP4693	PERFORM & SANITIZE STORAGE TANK PER PMI	1	12 Months	\$0.00	\$0.00
W3TSP4814	REPLACE INTERNAL PRE-TREATMENT FILTER	1	3 Months	\$0.00	\$0.00
W3TSP5225	PREVENTATIVE MAINTENANCE	1	3 Months	\$0.00	\$0.00
W3TSP5755	TAKE TOC WATER SAMPLE FINAL PROD WATER	1	12 Months	\$0.00	\$0.00
W3TSP5756	COND PROD WATER SAMPLE & TEST (OFFSITE)	1	12 Months	\$0.00	\$0.00
W5TDIMB10120FSP	SDI MIXBED1 1.2CF FBGLS STD POT	1	12 Months	\$0.00	\$0.00
W5TDIMB10120FSP	SDI MIXBED1 1.2CF FBGLS STD POT	1	Over Annual Qty	\$313.50	Varies
W5TDIMB10360FSP	SDI MIXBED1 3.6CF FBGLS STD POT	1	6 Months	\$0.00	\$0.00
W5TDIMB10360FSP	SDI MIXBED1 3.6CF FBGLS STD POT	1	Over Annual Qty	\$313.50	Varies
W5TDIRAC0360FSP	SDI REACT CARBON 3.6CF FBGLS STD PO	1	6 Months	\$0.00	\$0.00
W5TDIRAC0360FSP	SDI REACT CARBON 3.6CF FBGLS STD PO	1	Over Annual Qty	\$313.50	Varies

****A fuel/energy surcharge of \$38.00 per service visit is in effect. A chemical surcharge based on tank size will be applied to each tank exchanged for SDI and WWIX service visits. Surcharge pricing may change throughout the engagement period (subject to market conditions). Failure to provide a purchase order for this renewal notice, will result in a \$100 administration fee for the processing of an alternate form of payment**.

For SDI customers; Tanks that are included in the exchange items listed above are leased and remain the property of Evoqua. Tanks will be exchanged every six months or sooner (unless digitally monitored), per terms of the tank lease.

Attachment: Evoqua Agreement (RES-2023-262 : De-Ionized Water System Service Contract)



January 16, 2023

Town of Amherst NY
Attn: Mr. Thomas Dean
455 Tonawanda Creek Rd
Amherst, NY 14228

RE: Sole Source Letter

Dear Mr. Dean,

The Deionized water systems in your facilities consist of Regenerable Ion Exchange Tanks which remain the property of Evoqua Water Technologies, LLC. These tanks contain a cation and anion mixed bed resin which exhaust based on water influent quality as the ion exchange process takes place. Once exhausted, the tanks need to be regenerated with a chemical solution. Evoqua has a proprietary process conditioning the resin during chemical regeneration. As the resins and tanks remain the property of Evoqua Water Technologies LLC, we are the only company authorized to perform any service on these tanks.

The price charged to the Town of Amherst NY is no less favorable than the price charged to other city, state, or federal agencies for a comparable system, in the same or substantially the same quantities, governed by the same or substantially the same terms and conditions.

With kind regards,

Matthew Preusse
Regional General Manager, Evoqua

Attachment: Evoqua Agreement (RES-2023-262 : De-Ionized Water System Service Contract)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Engineering Services
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 27223

RESOLUTION 2023-263
ADOPTED

Emergency Purchase Authorizations Niagara Falls Boulevard Emergency Sewer Repair CRS 3888 Concrete Cutting & Breaking Co. CRS 3889 Fairway Contracting

The Engineering Department Sewer Maintenance Division is requesting the Town Board authorize the Comptroller's Office to pay the attached invoices for Concrete Cutting & Breaking Co. in the amount of \$3,100.00 and Fairway Contracting in the amount of \$6,750.00. These emergency purchases were required for the immediate sewer repair on Niagara Falls Boulevard.

Core drilling services were required for the new sanitary sewer concrete manholes. Concrete Cutting & Breaking Co. had the lowest price for performing this service.

Fairway Contracting installed six manhole bottoms. They had the lowest price and were available to perform this service in the required time frame.

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.

3/6/2023

Consent

FINANCIAL IMPACT:

G 0380; \$9,850.00

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 Supervisor's 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: 1/27/23
 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): Installation of six manhole benches
\$16,750.00
 5. Is there adequate funding in your current operating budget to cover this purchase? X
Identify budget Org/Object: G 0380 - Account established by Comptroller
 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: Fairway Contracting was the
only contractor available to do the work
 8. Department Head Signature: [Signature] Date: 2/28/23
- CC: Town Board, Town Attorney, Contract Compliance & Administration

For Contract Compliance & Administration Use Only

Date of Town Board Resolution:

Emergency Purchase Tracking/Res #:

Town of Amherst Procurement Policy

13 | Page

Attachment: Fairway Quote (RES-2023-263 : Emergency Purchase Authorizations)

Fairway Contracting
P.O. Box 352
Orchard Park, NY 1412

(716)652-4698 Phone
Email: matthewjhartung@aol.com

Submitted To:

Name: Town of Amherst
Street: 1100 North Forest
City: Williamsville NY 14221
Phone:

Work To Be Performed At:

Street: Niagara Falls Blvd
City: Amherst, NY

Proposal

Fairway Contracting to install 6 manhole benches. Manholes to be installed by others.

Price: LS \$6,750.00

Call if you have any questions.

Matthew J. Hartung
(716)570-9889

Attachment: Fairway Quote (RES-2023-263 : Emergency Purchase Authorizations)

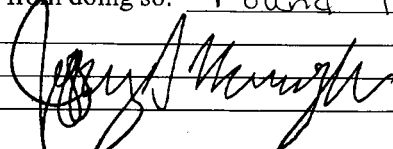
Town of Amherst Emergency Purchase Documentation Form

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 Supervisor's 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: 2/3/2023
 2. Date you received approval from the Supervisor: 1/17/2023
 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): Core Drilling - (1) 15" and (7) 18". Total invoice in the amount of \$3,100.00
 5. Is there adequate funding in your current operating budget to cover this purchase? X
Identify budget Org/Object: G 0380 - Account established by the Comptroller
 6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: Emergency Sanitary Sewer repair on Niagara Falls Blvd
 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: Found this vendor to be the Cheapest
 8. Department Head Signature:  Date: 2/28/2023
- CC: Town Board, Town Attorney, Contract Compliance & Administration

For Contract Compliance & Administration Use Only

Date of Town Board Resolution:

Emergency Purchase Tracking/Res #:

Town of Amherst Procurement Policy

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Concrete Cutting & Breaking Co.

4500 Airwest Dr. SE
Grand Rapids, MI 49512
(616) 554-4876
(616) 554-5032 fax

INVOICE

Invoice No. CDSV4009
Date 2/8/202
Customer ID AMHE-TWN-W

PAGE 1

BILL TO:

TOWN OF AMHERST
1042 NORTH FOREST ROAD
WILLIAMSVILLE, NY 14221

Job Site Info:

Town of Amherst
1100 N. Forest
Williamsville, NY 14221

Work Done: 2/3/2023 thru 2/3/2023

Our Locations

Delray Beach, FL 561-278-2700	Grand Rapids, MI Service 800-748-0047	Cleveland, OH 216-441-9560
Orlando, FL 407-856-0997	Grand Rapids, MI Highway 616-456-9441	Columbus, OH 614-257-1827
Jacksonville, FL 904-262-9985	Elkhart, IN 800-748-0047	Lancaster, NY 716-684-0262
	Lansing, MI 800-748-0047	
	Detroit, MI 313-285-5025	

CUSTOMER P.O. NO. Vashali

CCB Job Number B50648-1-1

QUANTITY	DESCRIPTION	UNIT PRICE	EXT. PRICE
7.00 EA Core Drilling		400.00	2,800.00
(7) 18" diam			
1.00 EA		300.00	300.00
(1) 15" diam			

TOWN OF AMHERST
ENGINEERING
DEPARTMENT

2023 FEB 21 A 10:59



Terms: Net 30 Days.
Any invoices over 45 days are subject to a finance charge
of 1.5% (18% annual) as well as collection costs.
We Gladly Accept Mastercard, Visa, Amex & Discover

Thank you for your Business

Please Pay from Invoice
No Statement will be issued

Sales Total	3,100.00
Shipping & Handling	0.00
Misc. Charges	0.00
Tax Total	0.00
	3,100.00
Less Paid Amount	0.00
Please Pay Invoice TOTAL	3,100.00


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 27049

RESOLUTION 2023-264
ADOPTED

Lease Agreement (Supportive Solutions) - CRS #3818

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

3/6/2023

Consent

FINANCIAL IMPACT:

A1621.02410; -\$4,665.00 (2023); -\$4,715.00 (2024 & 2025) 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
Laura Jane Thompson
dba Supportive Solutions Counseling Services

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 Laura Jane Thompson d/b/a Supportive Solutions Counseling Services (Tenant), a practice organized pursuant to the Laws of the State of New York, with offices 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 four offices consisting of approximately 450 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 \$4,665.00 annually in Years 1 and 2 and \$4,715.00 in Year 3 in equal quarterly installments.

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.

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.

SUPPORTIVE SOLUTIONS
COUNSELING SERVICES



Laura Jane Thompson, Owner

TOWN OF AMHERST

Brian J. Kulpa, Supervisor

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

2024

January 1, 2024 – New Year’s Day

January 15, 2024 – Martin Luther King Day

February 19, 2024 – President’s Day

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December 24, 2024 – Closing early, time TBD

December 25, 2024 – Christmas

December 31, 2024 – Closing early, time TBD

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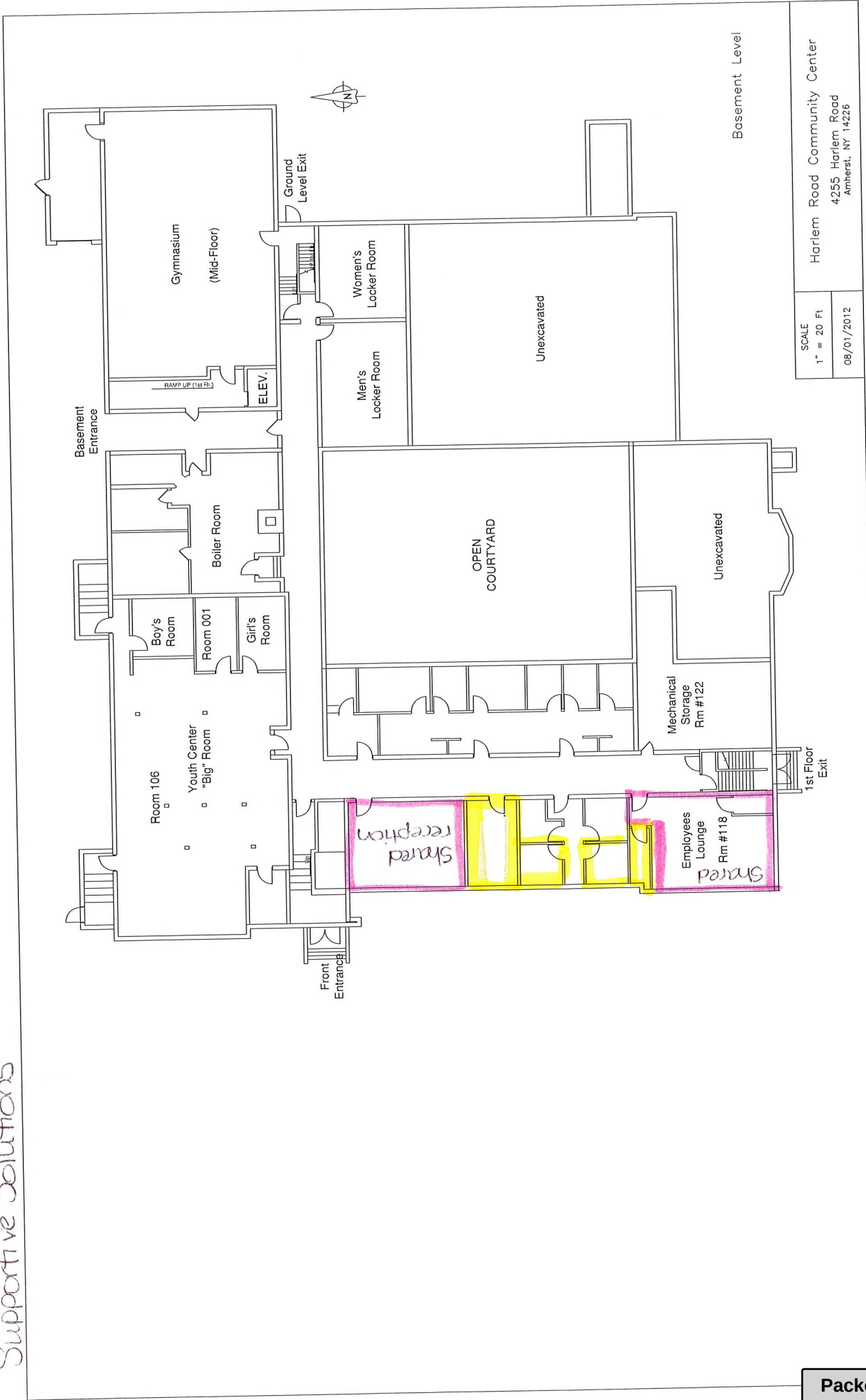
December 24, 2025 – Closing early, time TBD

December 25, 2025 – Christmas

December 31, 2025 – Closing early, time TBD

Attachment B – Leased Space

Supportive Solutions



SCALE 1" = 20 Ft	Harlem Road Community Center 4255 Harlem Road Amherst, NY 14226
06/01/2012	

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.

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,

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:

Supportive Solutions Mental Health
Print Name of Company *Counseling PLLC*

By: *[Signature]*
Signature

Laura Thompson
Printed name

Date: *12/15/22*

Agreed to and Accepted by:

Town of Amherst

By: _____
, Town Supervisor

Date: _____

Attachment: Supportive Solutions (RES-2023-264 : Lease Agreement (Supportive Solutions) - CRS #3818)

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.

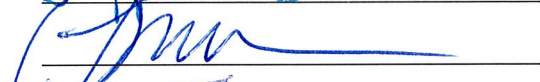
During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment 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:

Supportive Solutions Mental Health Counseling, PLLC

Signature:



Print Name:

Laura Thompson

Title:

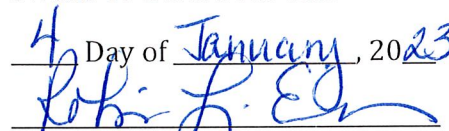
Owner

Date:

1/4/23

ROBIN L. ERWIN
No. 01ER6415670
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 3/22/25

Sworn To Before Me This

4 Day of January, 2023

Notary Public



CERTIFICATE OF LIABILITY INSURANCE

13.T.1.a

DATE (MM/DD/YYYY)
02/16/2022

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

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

PRODUCER	CONTACT NAME:	INSURER(S) AFFORDING COVERAGE	NAIC #
USI INSURANCE SERVICES LLC 333 GLEN ST STE 302 GLENS FALLS, NY 12801 (888) 661-3938	PHONE (A/C, No, Ext): (888) 661-3938	INSURER A : TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA	
	FAX (A/C, No): (877) 872-7604		
	E-MAIL ADDRESS: service.center@travelers.com	INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED
SUPPORTIVE SOLUTIONS MENTAL
HEALTH COUNSELING PLLC
4255 HARLEM ROAD
AMHERST, NY 14226

COVERAGES

CERTIFICATE NUMBER: 183103004220840

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 ☒ HIRED AUTO ☒ NON OWNED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		680-4B936214-22	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES CG 20 11 FOR THE FOLLOWING LOCATION :
4255 HARLEM RD, AMHERST, NY 14226

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

Michael J. Mulligan

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Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 27180

RESOLUTION 2023-265
ADOPTED

Lease Agreement (Redell) - CRS #3842

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

3/6/2023

Consent

FINANCIAL IMPACT:

A1621.02410; -\$3,220.00 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
Kristin Redell

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 Kristin Redell (Tenant), with offices 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 250 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 \$3,220.00 annually in four equal installments of \$805.00 on February 1, May 1, August 1, and November 1 of each year.

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.

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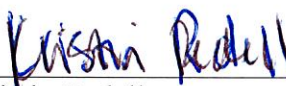
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This agreement may be terminated by either party with thirty (30) days written notice.

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



Kristin Redell

TOWN OF AMHERST

Brian J. Kulpa, Supervisor

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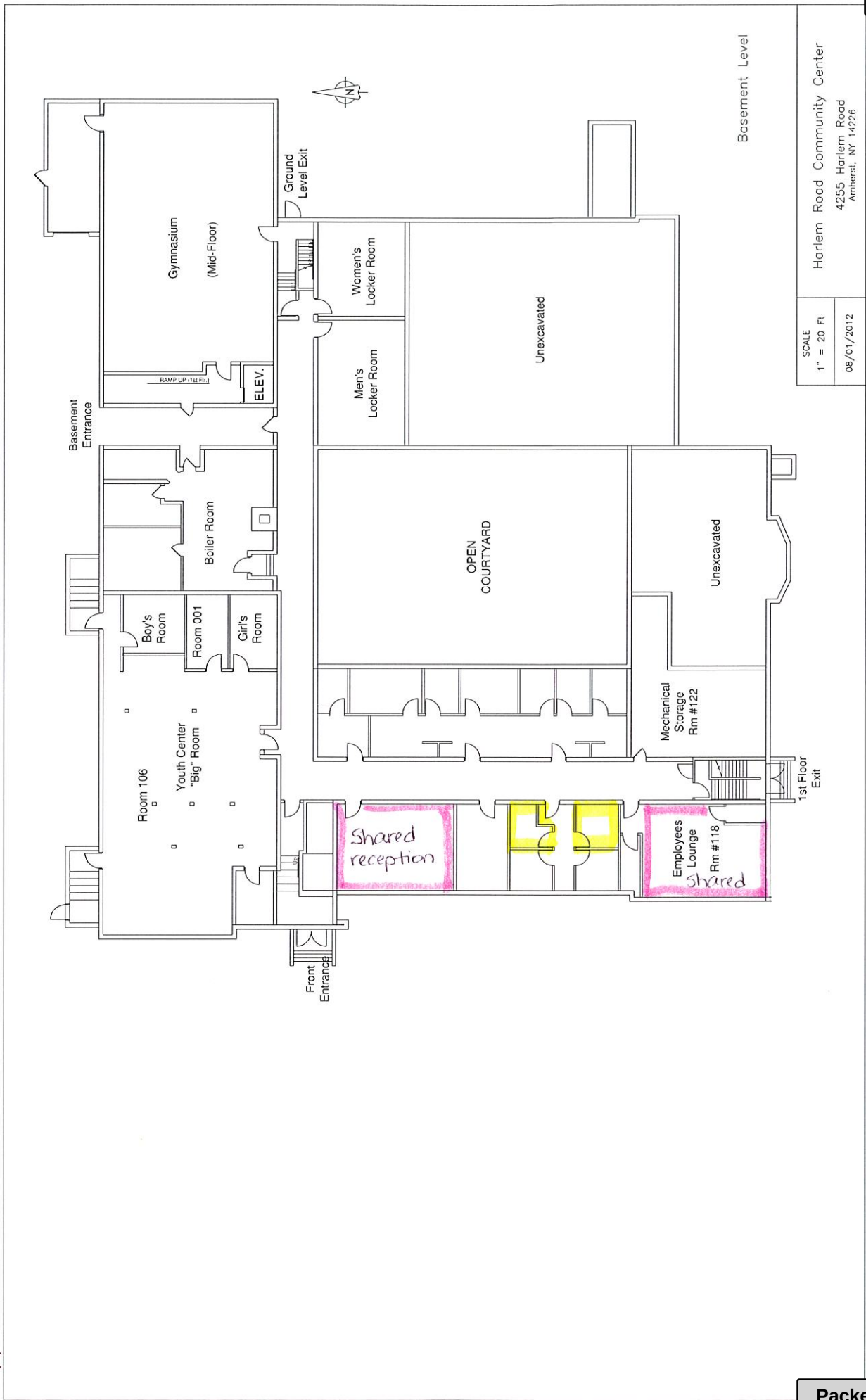
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Kristin Redell



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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.
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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,

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:
Kristin Redell
Print Name of Company
By: Kristin Redell
Signature
Kristin Redell
Printed name
Date: 01.13.2023

Agreed to and Accepted by:
Town of Amherst
By: _____
, Town Supervisor
Date: _____

Attachment: Kristin Redell (RES-2023-265 : Lease Agreement (Redell) - CRS #3842)

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: _____

ROBIN L. ERWIN
No. 01ER6415670
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 3/22/25

Sworn To Before Me This

31 Day of January, 2023

Robin L. Erwin
Notary Public

Attachment: Kristin Redell (RES-2023-265 : Lease Agreement (Redell) - CRS #3842)



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP



Certificate of Insurance
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 10/24/2022

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER 018098	BRANCH 970	PREFIX HPG	POLICY NUMBER 0597111015	POLICY PERIOD From: 11/01/22 to 11/01/23 at 12:01 AM Standard Time
Named Insured and Address: Kristin M Redell 61 Rosewood Dr Williamsville, NY 14221-1535				Program Administered by: Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-982-9491 www.hpso.com
Medical Specialty: Social Worker, Clinical		Code: 80723		Insurance Provided by: American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Excludes Cosmetic Procedures				

Professional Liability \$ 1,000,000 each claim \$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Malplacement Liability
- * Personal Injury Liability
- * Indirect Sexual Misconduct included in the PL limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA)	\$ 25,000	per incident	\$ 25,000	aggregate

General Liability

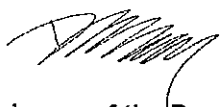
General Liability	\$1,000,000 each claim / \$1,000,000 aggregate
Fire & Water Legal Liability	Included in the GL limit shown above subject to \$250,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

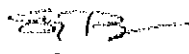
Total \$ 360.00

Base Premium \$360.00

Premium reflects Self Employed , Part Time

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)


Chairman of the Board


Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

Endorsement Date:

Master Policy: 188711433

CNA93692 (11-2018)

**HEALTHCARE PROVIDERS
GENERAL LIABILITY COVERAGE PART ENDORSEMENT**

Additional Insured – General Liability

In consideration of the premium paid, and subject to the General Liability limit of liability shown on the **certificate of insurance**, it is agreed that the **GENERAL LIABILITY COVERAGE PART** is amended as follows:

The person or entity named below (the "additional insured") is an insured under this Coverage Part but only as respects its liability arising out of **named insured's** operations, or premises owned by or rented by the **named insured** and solely to the extent that:

1. a **general liability claim** is made against the **named insured** and the additional insured; and
2. in any ensuing litigation arising out of such **claim**, the **named insured** and the additional insured remain as co-defendants.

In no event is there any coverage provided under this policy for an **occurrence** that is the direct liability of the additional insured.

Additional Insured: The Town of Amherst
5583 Main Street
Williamsville, NY 14221

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

<i>Must Be Completed</i>		<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ENDT. NO.	POLICY NO.	ISSUED TO	ENDORSEMENT EFFECTIVE DATE
1	597111015	Kristin Redell	11/01/2022


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 27226

RESOLUTION 2023-266
ADOPTED

Sourcewell Piggyback Agreement (A-Turf) - CRS #3691

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation) and A-Turf, Inc. for purposes of piggybacking on Sourcewell Cooperative Purchasing Contract #031622-ATF to replace indoor turf at the North Amherst Recreation Center, pending successful completion of the contract routing process.

3/6/2023

Consent

FINANCIAL IMPACT:

KP 2221.4972: \$142,462.00

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 A-Turf, Inc. and the Town of Amherst, permitting the Town of Amherst to participate in the purchase of synthetic turf, indoor turf applications, athletic fields and associated install and services under Sourcewell cooperative purchasing contract #031622-ATF. The term of this contract will be from the date of execution by the Town of Amherst through May 26, 2026.

During the term of this agreement, A-Turf, Inc. agrees to invoice the Town of Amherst for all parts, materials and labor at the rates specified in the Sourcewell contract or at further discounted rates when such rates are part of a special being offered on certain parts or a special service package offered to A-Turf, Inc. customers. Labor rates are to follow New York State prevailing wage, and certified payroll must be submitted. It further being agreed that the prices set forth on A-Turf, Inc. invoices shall be the price charged and that no further attempts will be made to change or seek payment at a different price.

Agreed to and Accepted by:

A-TURF, INC.

By: James A. Dobmeier
Signature

James A. Dobmeier
Printed Name

President
Title

Date: 8/24/22

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: A-Turf (RES-2023-266 : Sourcewell Piggyback Agreement (A-Turf) - CRS #3691)

Addendum to Contract Minor Exposure

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

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

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

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

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

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

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

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

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

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

Agreed to and Accepted by:

A-Turf, Inc

Print Name of Company

By:

Signature

James A. Dobmeier

Printed name

Date: 8/24/22

Agreed to and Accepted by:

Town of Amherst

By:

Brian J. Kulpa, Supervisor

Date:

Attachment: A-Turf (RES-2023-266 : Sourcewell Piggyback Agreement (A-Turf) - CRS #3691)

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: A-Turf, Inc.

Signature:

James A. Dobmeier

Print Name:

James A. Dobmeier

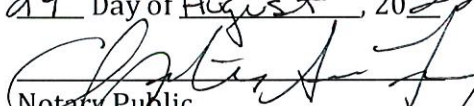
Title:

President

Date:

8/24/22

Sworn To Before Me This

24th Day of August, 2022

 Notary Public

Christie Ann Fix
 Notary Public: State of New York
 No. 01F16278839
 Qualified in Niagara County
 Commission Expires 04/01/2025

Revised 4.2017

Attachment: A-Turf (RES-2023-266 : Sourcewell Piggyback Agreement (A-Turf) - CRS #3691)



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
08/10/2022

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL office 200 East Randolph Chicago IL 60601 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (800) 363-0105	
		E-MAIL ADDRESS:			
		INSURER(S) AFFORDING COVERAGE			
		NAIC #			
INSURED A-Turf, Inc. P. O. Box 157 Williamsville NY 14231 USA		INSURER A: Zurich American Ins Co		16535	
		INSURER B: American Zurich Ins Co		40142	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES
CERTIFICATE NUMBER: 570094860161

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			GL0651065526	04/01/2022	04/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			BAP 6510656-26	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC651064626	04/01/2022	04/01/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

RE: Job/Location/Project: North Amherst Recreation Center. North Amherst Recreation Center, 1615 Amherst Manor Dr., Amherst, NY 14221 is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER
CANCELLATION

Town of Amherst 5583 Main St. Williamsville NY 14221 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
--	---

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Holder Identifier : A

Certificate No : 570094860161

Attachment: A-Turf (RES-2023-266 : Sourcewell Piggyback Agreement (A-Turf) - CRS #3691)



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO651065526

Effective Date: 4/1/2022

This endorsement modifies insurance provided under the:

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 are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, 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 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 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 the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Attachment: A-Turf (RES-2023-266 : Sourcewell Piggyback Agreement (A-Turf) - CRS #3691)



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) A-TURF, INC. 505 AERO DRIVE CHEEKTOWAGA, NY 14225 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 717-295-3400 1c. Federal Employer Identification Number or Social Security Number 204029013
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 1615 Amherst Manor Drive Williamsville, NY 14221	3a Name of Insurance Carrier HARTFORD LIFE AND ACCIDENT 3b Policy Number of Entity Listed in Box "1a" DBL603320 3c Policy effective period 07-01-2022 to 06-30-2023
4. Policy provides the following benefits: ☒ A. Both disability and paid family leave benefits. ☐ B. Disability benefits only. ☐ C. Paid family leave benefits only. 5. Policy covers: ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law. ☐ B. Only the following class or classes of employer's employees:	
Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the Insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above. Date Signed <u>06-20-2022</u> <i>Elizabeth Tello</i> (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)



IH

Attachment: A-Turf (RES-2023-266 : Sourcewell Piggyback Agreement (A-Turf) - CRS #3691)



**Workers'
Compensation
Board**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) A-Turf, Inc. 505 Aero Drive Cheektowaga, NY14225 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 717-293-4005 1c. NYS Unemployment Insurance Employer Registration Number of Insured 68-523173 1d. Federal Employer Identification Number or Social Security Number 20-4029013
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 1615 Amherst Manor Drive Williamsville, NY 14221	3a. Name of Insurance Carrier ^{2, 3} American Zurich Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 6510646-26 3c. Policy effective period <u>04/01/2022</u> to <u>04/01/2023</u> 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 cancelled 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 the licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

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: Tracy Williams
(Print name of authorized representative or licensed agent of insurance carrier)

 Approved by: *Tracy Williams* 5/4/2020
(Signature) (Date)
 Title: Strategic Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 312-381-1893

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


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 27227

RESOLUTION 2023-267
ADOPTED
Evaluation Services - CRS #3885

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

3/6/2023

Consent

FINANCIAL IMPACT:

A7258.4110; up to \$10,000.00

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

THIS AGREEMENT is entered into as of _____ by and between Catalyst Research, LLC (the "Consultant") and Amherst Task Force for Healthy Community*Healthy Youth (the "Organization").

IN CONSIDERATION of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term.** Subject to the provisions for termination hereinafter provided, the term of this Agreement shall begin on 10/1/2021 and shall terminate on 9/30/2022, or on completion of the stated work set forth in "Exhibit A," attached. The Organization may cancel the Agreement upon total payment of the compensation then due to the Consultant hereunder.
2. **Duties.** Consultant agrees to hold self available and to render at the request of the Organization from time to time Consultant's services to the Organization. Consultant shall render such services conscientiously and shall devote its reasonable efforts and abilities thereto during the Term in such manner as the Organization and the Consultant shall mutually agree. It being acknowledged that Consultant's services shall be on a non-exclusive basis and performed at such times as are convenient to Consultant and the Organization.
3. **Compensation.** Consultant shall receive as compensation for the performance of all services hereunder the maximum annual sum of ten thousand dollars (\$10,000), billable at \$125/hr. The Organization shall pay Consultant within thirty (30) days of receipt of Consultant's invoices for services. The Organization shall pay such compensation without deduction, including no deduction for federal income, social security or state income taxes.
4. **Independent Contractor.** It is expressly agreed that Consultant is acting as an independent contractor in performing its services hereunder. The Organization shall carry no workers' compensation insurance or any health or accident insurance to cover Consultant or any of its employees. The Organization shall not pay any contribution to social security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer/employee relationship. Consultant agrees to report and pay any contributions for taxes, unemployment insurance, social security and other benefits for itself and its employees.
5. **Assignment.** This Assignment is personal between the Organization and Consultant, and neither the Organization nor the Consultant may sell, assign, transfer or hypothecate any rights or interests created under this Assignment or delegate any of their duties without the prior written consent of the other, provided the Organization may assign this Agreement to an affiliated organization. Any such assignment or delegation by either party hereunder without written consent shall be void.
6. **Entire Agreement.** This Agreement contains the entire agreement of the parties. It may not be changed orally, but only in writing signed by the party against whom enforcement of any waiver, charge, modification, extension or discharge is sought.
7. **Governing Law.** The validity of this Agreement and the interpretation and performance of all its terms shall be governed by the substantive laws of the State of New York.

8. **Notices.** Any notices required or permitted to be given under the Agreement shall be sufficient if in writing and if sent by personal delivery or by certified mail, return receipt requested, to the party to whom notice should be given at the address set forth below:

Organization:

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Consultant:

Meghan Guinnee
Owner
Catalyst Research, LLC
1714 Amherst St.
Buffalo, NY 14214

Notice shall be deemed effective upon receipt, if made by personal delivery, or upon deposit in the United States Mail.

ORGANIZATION: _____

Date: _____

Name: _____

Title: _____

Signature: _____

CONSULTANT: Catalyst Research, LLC

Date: 11/8/22

Name: Meghan Guinnee

Title: Owner

Signature: [Signature]

Exhibit A - Consulting Agreement Summary

A. NAME OF PROJECT:

DFC Program - External Evaluation

B. ORGANIZATION:

Amherst Task Force for Healthy Community*Healthy Youth

C. CONSULTANT:

Catalyst Research, LLC

D. PROJECT SUMMARY:

Catalyst Research will perform external evaluation services as described below.

E. SCOPE OF WORK TO BE PERFORMED:

****IMPORTANT NOTE**** - The maximum annual budget for this contract is ten thousand dollars, billable at one hundred and twenty-five dollars per hour (\$125/hr.). The 80 hours covered by this contract will be used to address the following items. When 80 hours of work have been completed by consultant, this contract will be complete.

Primary Tasks

- Co-chair Evaluation Committee
- Assist in the development, implementation, and analysis of a community survey to gather data from adults (18 years of age and older) assessing knowledge and beliefs around underage drinking and awareness of the existence of the Social Host Ordinance in the Town of Amherst.
- Assist in engaging the Amherst Town Board and Amherst Police Department in the evaluation of the use of the existing Social Host Ordinance and offer support to help facilitate implementation.
- Assist in the development, implementation, and analysis of a community survey to gather data from adults (18 years of age and older) assessing knowledge and beliefs around marijuana use and awareness of the availability of medical marijuana and proposals to legalize marijuana in the state of New York.
- Analysis, reporting, and dissemination of results of the Search Institute survey
- Development of a youth survey to assess needs/wants for youth activities
- Development of a youth feedback instrument to assess events/activities after they happen
- Other or substitute evaluation and reporting tasks, as agreed upon by the project director and Catalyst Research

F. COMPENSATION AND PAYMENT SCHEDULE:

The compensation for this project is a maximum of ten thousand dollars (\$10,000), billable at \$125/hr. An invoice for the previous month's work will be sent on the first of each month.

G. TERM OF CONTRACT:

Beginning 10/1/2021 and ending no later than 9/30/2022.

H. ADDITIONAL NOTES:

THIS AGREEMENT is entered into as of 10/1/2021 by and between Catalyst Research, LLC (the "Consultant") and Amherst Task Force for Healthy Community*Healthy Youth (the "Organization").

IN CONSIDERATION of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term.** Subject to the provisions for termination hereinafter provided, the term of this Agreement shall begin on 10/1/2021 and shall terminate on 9/30/2022, or on completion of the stated work set forth in "Exhibit A," attached. The Organization may cancel the Agreement upon total payment of the compensation then due to the Consultant hereunder.
2. **Duties.** Consultant agrees to hold self available and to render at the request of the Organization from time to time Consultant's services to the Organization. Consultant shall render such services conscientiously and shall devote its reasonable efforts and abilities thereto during the Term in such manner as the Organization and the Consultant shall mutually agree. It being acknowledged that Consultant's services shall be on a non-exclusive basis and performed at such times as are convenient to Consultant and the Organization.
3. **Compensation.** Consultant shall receive as compensation for the performance of all services hereunder the maximum annual sum of ten thousand dollars (\$10,000), billable at \$125/hr. The Organization shall pay Consultant within thirty (30) days of receipt of Consultant's invoices for services. The Organization shall pay such compensation without deduction, including no deduction for federal income, social security or state income taxes.
4. **Independent Contractor.** It is expressly agreed that Consultant is acting as an independent contractor in performing its services hereunder. The Organization shall carry no workers' compensation insurance or any health or accident insurance to cover Consultant or any of its employees. The Organization shall not pay any contribution to social security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer/employee relationship. Consultant agrees to report and pay any contributions for taxes, unemployment insurance, social security and other benefits for itself and its employees.
5. **Assignment.** This Assignment is personal between the Organization and Consultant, and neither the Organization nor the Consultant may sell, assign, transfer or hypothecate any rights or interests created under this Assignment or delegate any of their duties without the prior written consent of the other, provided the Organization may assign this Agreement to an affiliated organization. Any such assignment or delegation by either party hereunder without written consent shall be void.
6. **Entire Agreement.** This Agreement contains the entire agreement of the parties. It may not be changed orally, but only in writing signed by the party against whom enforcement of any waiver, charge, modification, extension or discharge is sought.
7. **Governing Law.** The validity of this Agreement and the interpretation and performance of all its terms shall be governed by the substantive laws of the State of New York.
8. **Notices.** Any notices required or permitted to be given under the Agreement shall be sufficient if in writing and if sent by personal delivery or by certified mail, return receipt requested, to the party to whom notice should be given at the address set forth below:

Organization:

Town of Amherst
 5583 Main Street
 Williamsville, NY 14221

Consultant:

Meghan Guinee
 Owner
 Catalyst Research
 1714 Amherst St.
 Buffalo, NY 14214

Notice shall be deemed effective upon receipt, if made by personal delivery, or upon deposit in the United States Mail.

ORGANIZATION: _____

Date: _____

Name: _____

Title: _____

Signature: _____

CONSULTANT: Catalyst Research, LLC

Date: 10/20/21

Name: Meghan Guinee

Title: owner + managing partner

Signature: 

Addendum to Contract VENDOR ON SITE Minor

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

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

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

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

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

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

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

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

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

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

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

Agreed to and Accepted by:

Catalyst Research, LLC
Print Name of Company

By:

[Signature]
Signature

Meghan Guinee, owner
Printed name

Date:

11/10/22

Agreed to and Accepted by:

Town of Amherst

By:

Brian J. Kulpa, Supervisor

Date:

Attachment: Catalyst Research (RES-2023-267 : Evaluation Services - CRS #3885)



CATARES-01

BCAMPBELL

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/14/2022

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

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

PRODUCER AssuredPartners 90A John Muir Dr, Suite 100 Amherst, NY 14228	CONTACT NAME: PHONE (A/C, No, Ext): (716) 688-8888 FAX (A/C, No): (716) 688-9001 E-MAIL ADDRESS: info@vannerinsurance.com																					
INSURED Catalyst Research LLC 25 Bloomfield Avenue Depew, NY 14043	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Sentinel Insurance Co, Ltd</td><td>11000</td></tr> <tr> <td>INSURER B:</td><td>Underwriters at Lloyd's, London</td><td>15792</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Sentinel Insurance Co, Ltd	11000	INSURER B:	Underwriters at Lloyd's, London	15792	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR						
		X		01SBAH6730	11/21/2022	11/21/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☐ PRO JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N	N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Professional Liabili			MPL184256721	11/30/2022	11/30/2023	Aggregate 1,000,000
B	Professional Liab			MPL184256721	11/30/2021	11/30/2022	Retention 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as additional insured for ongoing and completed operations on a primary non-contributory basis as required by contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Amherst 5583 Main Street Williamsville, NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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Attachment: Catalyst Research (RES-2023-267 : Evaluation Services - CRS #3885)

IRAN DIVESTMENT ACT CERTIFICATION

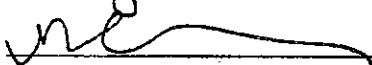
As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities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

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

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

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

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

Company Name: Catalyst Research, LLC
 Signature: 
 Print Name: Meghan Guinness
 Title: owner
 Date: 11/8/22

ROBIN L. ERWIN
 No. 01ER6415670
 Notary Public, State of New York
 Qualified in Erie County
 My Commission Expires 3/23/25

Sworn To Before Me This

9 Day of November, 2022
Robin L. Erwin
 Notary Public

Attachment: Catalyst Research (RES-2023-267 : Evaluation Services - CRS #3885)

Revised 4.2017



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 03/06/23 07:00 PM
Department: Town Clerk
DOC ID: 27182

15.1

COMMUNICATION 2023-28

REFERRED

Correspondence from Joe Voytovich

Letter from Joe Voytovich regarding FOIL procedures and the Open Government Advisory Board.

3/6/2023

Referred to Attorney, Open Government Advisory Board, Town Clerk and FOIL Board

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

February 10, 2023

Amherst Town Board
5583 Main Street
Williamsville, New York 14221

RE: FOIL Regulations and the Open Government Advisory Board

Dear Town Board Members,

I had submitted an online FOIL request on Jan 30, 2023. On Feb 8, 2023 – seven business days later – I had not gotten a reply. I stopped by town hall that day with a copy of the original request, along with a receipt that is shown after the request is submitted.

The FOIL clerk explained to me that the receipt – which reads as follows – allows the town 20 more days in which to respond. She said the town provided training on FOIL which supported this.

The Town Clerk's office at the Town of Amherst, NY has received your Freedom of Information request. Your request will be forwarded to the applicable department(s), and they will contact you directly, within 20 days, regarding your request.

Section 22-11(C) of the town code states the following should occur:

If an agency fails to respond to a request within five (5) business days of receipt of a request as required in § 22-10E hereof, such failure shall be deemed a denial of access by the agency.

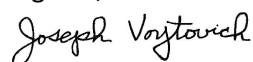
There seems to be a conflict between the implementation of FOIL and the town code which could impend access to public records.

The Amherst Open Government Advisory Board was created by a resolution in 2016 to assist in making public access to the government easier. A sticking point here is that the Advisory Board – which by statute is required to meet ***at least once every 2 months*** – hasn't meet since July, hasn't had a meeting video posted since April and hasn't had approved minutes posted since March – ***almost a year ago***. The Advisory Board is also required to send year-end reports to the Town Board highlighting its accomplishments and recommendations. No such reports are posted on the Advisory Board web page.

I would ask the Town Board to immediately order the Advisory Board back into session and for the Town Board to fill in any vacant positions. Much work needs to be done, and I do have other items for them to consider.

Please assure that their next meeting will be within 2 weeks. Thank you.

Regards,



Joseph Voytovich

Attachment: COM Letter on FOIL Voytovich Feb 10 2023 (COM-2023-28 : Correspondence from Joe Voytovich)



Amherst Town Board

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

15.2

Francina J. Spoth
Town Clerk

Meeting: 03/06/23 07:00 PM
Department: Town Clerk
DOC ID: 27177

COMMUNICATION 2023-29

REFERRED

**Notice of Claim: NYCM A/S/O Andy Thang Q Nguyen Vs.
Town of Amherst**

3/6/2023

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

DATE 02/02/2023

TO: TOWN OF AMHERST
 SAMUAL ALBA SR DEPUTY TOWN ATTY
 5583 MAIN ST
 WILLIAMSVILLE NY 14221

Please take notice that the undersigned hereby makes a claim for damages,
 the claimant states:

1. CLAIMANT Name: Andy Thang Q Nguyen
 Address: 6817 Amanda Ln
 Lockport NY 14094-9659

2. NATURE OF CLAIM:
 Town of Amherst police vehicle, who was traveling
 in the opposite direction of the NYCM insured
 vehicle, turned left, striking NYCM vehicle that
 was traveling straight through the intersection.

3. DATE, TIME AND PLACE CLAIM AROSE:
 10/11/2022 07:35 am
 11580 Transit Rd
 East Amherst NY 14228

4. AMOUNT OF DAMAGE: 20745.73

TITLE:

NEW YORK CENTRAL MUTUAL
 FIRE INSURANCE COMPANY

AS SUBROGEE OF

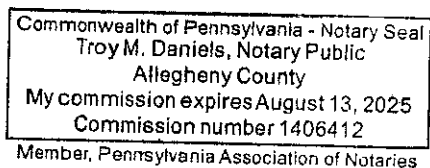
Commonwealth of Pennsylvania

FILE NO: 2022626852-0

County of ALLEGHENY

Sworn to before me this

2 day of FEBRUARY 2023
[Signature]
 Notary Public



DAK:mmm

SUB10

Attachment: DOC021423-02142023151722 (COM-2023-29 : Notice of Claim: NYCM A/S/O Andy Thang Q Nguyen Vs. Town of Amherst)



Amherst Town Board

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

15.3

Francina J. Spoth
Town Clerk

Meeting: 03/06/23 07:00 PM
Department: Town Clerk
DOC ID: 27181

COMMUNICATION 2023-30

REFERRED

Notice of Claim: Allstate A/S/O Jeremy Matte Vs. Town of Amherst

3/6/2023

Referred to Attorney

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



TOWN OF AMHERST
5583 MAIN ST STE 1
WILLIAMSVILLE NY 142215499

January 05, 2023

CLAIM NUMBER: 0697644805 F5G
DATE OF LOSS: December 28, 2022
OUR INSURED: JEREMY MATTE
YOUR FILE NUMBER:
YOUR INSURED:
ADDRESS:

PHONE NUMBER: 800-374-4246
FAX NUMBER: 866-447-4293
OFFICE HOURS: Mon - Fri 7:00 am - 6:00 pm

CITY STATE ZIP: , ,
LOSS LOCATION: Saratago Rd, Amherst, , NY
AMOUNT OF LOSS: \$922.54

Re: Subrogation Claim Notice

Dear TOWN OF AMHERST,

Our investigation indicates your insured was responsible for the loss referenced above.

Please accept this letter as notice of our subrogation claim. Enclosed, you will find copies of the supporting documents for which we are seeking reimbursement. To assist you in your review, the following is a breakdown of our subrogation demand:

Auto Damage (Company Paid):	\$422.54
Rental:	\$
Towing:	\$
Other:	\$
Deductible (Customer Paid):	\$500.00
Salvage Recovery:	\$
Insured Out of Pocket (please send directly to our Insured):	\$

Please forward your payment with our claim number to:

Allstate Payment Processing Center
P.O. BOX 650271
Dallas, TX 75265 0271

Be advised that any amounts received from you for less than the amount demanded will be considered an undisputed partial payment amount only, and we retain the right to pursue full payment.

We ask that you direct any future correspondence to the address listed at the top of this letter

If corresponding by e-mail, please send to claims@claims.allstate.com and refer to the Allstate claim number on the subject line. Thank you.

0697644805 F5G

'23 FEB 16 AM 8:56

Attachment: DOC021623-02162023090330 (COM-2023-30 : Notice of Claim: Allstate A/S/O Jeremy Matte Vs. Town of Amherst)



Amherst Town Board

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

15.4

Francina J. Spoth
Town Clerk

Meeting: 03/06/23 07:00 PM
Department: Town Clerk
DOC ID: 27217

COMMUNICATION 2023-31

APPROVED

Notice of Claim: Matthew Burke Vs. Town of Amherst Et Al.

3/6/2023

Referred to Attorney

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

Notice of Claim

Claim against: James Caputi, Amherst NY Police Department,
John Doe

02/24/2023 (served via certified mail and email)

From:

Matthew Burke, [REDACTED]
[REDACTED]

Time & Date:

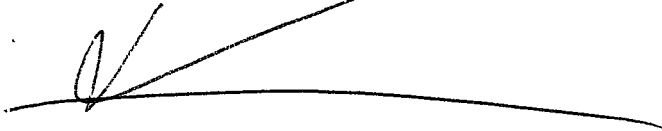
02/14/2023 Approximately 8:15pm at 774 Millersport
Highway, 4, Amherst, NY 14226 Police Abuse

Damage:

Police verbal abuse, abuse of power, intimidation, threats,
invasion of privacy, caused a disturbance with intended malice.

Notarized this 24th day of February, 2023.

By:



Matthew Burke

02-24-23

'23 FEB 28 PM 1:18

RECEIVED

FEB 27 2023
via Cert Mail
AMHERST

Packet Pg. 436



Amherst Town Board

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

15.5

Francina J. Spoth
Town Clerk

Meeting: 03/06/23 07:00 PM
Department: Town Clerk
DOC ID: 27183

COMMUNICATION 2023-32

REFERRED

**Order to Show Cause: New York Central Mutual Fire
Insurance Company A/S/O Ly Thao Do Vs. Town of Amherst
Et Al.**

3/6/2023

Referred to Attorney

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

At an IAS Part ³¹ of the Supreme
Court of the State of New York,
held in and for the County of
Erie at the Courthouse located
at ⁵⁰ Delaware Avenue, Buffalo
New York 14202; on the ^{16th} day
of February 2023,

PRESENT: HON. *Craig D. Hannah*, JUSTICE

-----X
NEW YORK CENTRAL MUTUAL FIRE INSURANCE
COMPANY a/s/o LY THAO DO,

Index No: *801768/2023*

Plaintiff(s),

ORDER TO SHOW CAUSE

-against-

TOWN OF AMHERST, AMHERST POLICE DEPARTMENT
and HEATHER CASSELMAN,

Defendant(s),

-----X
Upon the reading and filing of the affirmation of Harriette
G. Zelman, dated February 7, 2023, and the affidavit of Michele
Yankowski, No Fault Subrogation Examiner II, New York Central
Mutual Fire Insurance Company, sworn to on the 7th day of February,
2023, the proposed Notice of Claim verified on the 7th day of
February, 2023, and the pleadings and proceedings heretofore had
herein and sufficient cause having been shown therein;

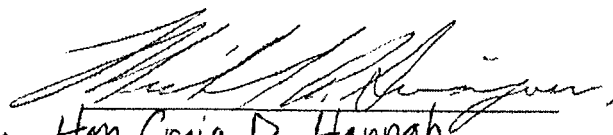
LET the defendants, TOWN OF AMHERST, AMHERST POLICE
DEPARTMENT and HEATHER CASSELMAN show cause at an IAS Part ³¹, of
this Court to be held at the Courthouse thereof, located at ⁵⁰
Delaware Avenue, Buffalo, New York 14202, on the ^{2nd} day of *March*,
2023, at *2:00 P.M.* in the *afternoon* of that day, or as soon
~~at 9:30 A.M. in the forenoon~~

thereafter as counsel can be heard, why an order should not be entered herein pursuant to General Municipal Law §50-e(5) granting leave to serve the annexed Proposed Notice of Claim being after the expiration of the statutory period for such service specified in General Municipal Law §50-e(1)(a) nunc pro tunc to the date that such filing was made against defendants Town of Amherst and Amherst Police Department in the claim of Ly Thao Do v. Town of Amherst, Amherst Police Department filed on or about October 17, 2022, or be allowed to rely on the Notice of Claim of Ly Thao Do v. Town of Amherst and Amherst Police Department.

SUFFICIENT REASON APPEARING THEREFORE, let service of a copy of this Order to Show Cause, together with all the papers upon which it is based, be made by *personal delivery* ~~certified mail, return receipt requested~~ upon the defendants Town of Amherst at 5583 Main Street, Williamsville, New York 14221, Amherst Police Department at 500 John James Audubon Parkway, Amherst, New York 14221 and Heather Casselman at 500 John James Audubon Parkway, Amherst, New York 14221 on or before the *21st* day of *February*, 2023, be deemed good and sufficient service.

ENTER

Dated: February 16, 2023


for Hon. Craig D. Hannah, J.S.C. ASSC



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 27251

RESOLUTION 2023-268

ADOPTED

Emergency Purchase of R22 for Mechanical System at North Town Center

Suspension to Town Board Agenda Item March 6, 2023

TO: Amherst Town Board

FROM: Deborah Bruch Bucki, Deputy Supervisor

DATE: March 6, 2023

RE: Mary-Diana Pouli, Youth & Recreation Dept., Emergency Purchase of R22 for Mechanical System at North Town Center

WHEREAS, the Northtown Center at 1615 Amherst Manor Dr. is in need of a temporary solution for the mechanical system at the north end and the Feature Rink, as it is not freezing properly; and

WHEREAS, the grant contract to replace the mechanical system has not yet been received, resulting in the need for this temporary solution; and

WHEREAS, an Emergency Purchase Documentation Form was completed by Mary-Diana Pouli and signed by the Supervisor on March 6, 2023;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Emergency Purchase of R22, as per the attached Emergency Purchase Documentation Form.

3/6/2023

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

FINANCIAL IMPACT:

A7253-4220; \$55,000.00 plus expedited shipping

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Deborah Bruch Bucki, Deputy Supervisor
SECONDER:	Jacqueline 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 Supervisor's 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 arise 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: 3/6/23
 2. Date of Town Board work session where Board is notified: 3/6/23 *BK*
 3. Date you received approval from the Supervisor: 3/6/23 *BK*
 4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (Attach additional detail if necessary): R22: \$45,615.00 plus expedited shipping
 5. Is there adequate funding in your current operating budget to cover this purchase? Yes.
Identify budget Org/Object: A 7253.4220
 6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy:
We continue to have problems with the mechanical system at the north end and the Feature Rink is not freezing properly. The grant contract to replace the mechanical system has not yet been received, resulting in the need for this temporary solution.
 7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so.
Quotes were received from Trane and Mollenberg-Betz. We are awaiting a third quote and will go with whatever is lowest.
 8. Department Head Signature:  _____ Date: 3/6/23

Brian Kulpa
- CC: Town Board
Town Attorney
Contract Compliance & Administration

For Contract Compliance & Administration Use Only

Date of Town Board Resolution: _____ Emergency Purchase Tracking/Res #:



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/06/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 27253

RESOLUTION 2023-269

ADOPTED

Change of Town Board March Meeting Date

BE IT RESOLVED that the Amherst Town Board Meeting scheduled for Monday, March 27, 2023 at 4pm and 7pm be moved to Monday, March 20, 2023 at 4pm and 7pm.

3/6/2023

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

FINANCIAL IMPACT:

n/a

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