



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 20, 2023

7:00 PM

Amherst Municipal Building

I. IN MEMORY

II. INVOCATION

Councilmember Szukala

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on March 20, 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	
Dan Howard	Town of Amherst	Planning Director	Present	
Daryl Bramer	Town of Amherst	Comptroller	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Present	

V. MINUTES APPROVAL

- Monday, March 06, 2023

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2023-270

SEQR Determination - 800 New Road (Portion), Z-1984-26_A Removal of Deed Restriction

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

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for relief of deed restriction that limits the use of the property to a nursery or landscaping business at 800 New Road (portion) and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

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

3/20/2023

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

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

2. Resolution 2023-271

Adoption of Local Law to Remove Deed Restriction 800 New Road (Portion), Z-1984-26_A

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of January 24, 2023 that the proposed relief of deed restriction at 800 New Road (portion) is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the

Town Board adopts Local Law (#_____) to remove the deed restriction limiting uses of the property to a nursery or landscaping business.

3/20/2023

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

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

3. Resolution 2023-272**SEQR Determination - Rezoning of 800 New Road (Portion), Z-2022-12**

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

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 800 New Road (portion) from General Business (GB) to Suburban Agriculture (SA) and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

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

3/20/2023

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

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

4. Resolution 2023-273**Adoption of Local Law to Amend the Zoning Map 800 New Road (Portion), Z-2022-12**

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of January 24, 2023 that the proposed rezoning from GB to SA at 800 New Road (portion) is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

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

3/20/2023

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

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

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 (1)**
Membership is full.
- 29. Youth Board**
Adult vacancies (6), Youth vacancies (0)
- 30. Zoning Board of Appeals**

X. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 7:04 PM.

The following speakers addressed the Town Board:
Dianne Gordon, 42 Chateau Ter S - Snyder Development
Tom Frank, 5403 Main St - Amherst Central Park

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 7:12 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 2023-274

Authorize Travel to Toronto, Ontario

Please authorize expense reimbursement for travel on March 7, 2023 to Toronto, Ontario as listed below for the purpose of site visits and meetings at various locations with outdoor ice ribbons for use in planning for a similar site within the Town. Please note that the per diem listed is the based on the US Department of State rate for lunch for travel to Toronto.

Brian Kulpa, Supervisor	\$30.00 per diem
Jessica O'Neil, Supervisor's Office	\$30.00 per diem
Eric Guzdec, Youth & Recreation	\$30.00 per diem, \$10.00 tolls (drove Town vehicle)
Dan Rizzo, Facilities	\$30.00 per diem
Anne Dafchick, Facilities	\$30.00 per diem
Brian Bush, Facilities	\$30.00 per diem
Lynda Juul, Finance	\$30.00 per diem, \$225.00 mileage/tolls/parking

3/20/2023

Consent

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

2. Resolution 2023-275

Amendments to 2023-2028 Capital Improvement Program (CIP) CIP Project No. YR-2A: Royal Park Improvements

The Supervisor's Office is recommending an additional amendment of the 2023-2028 Capital Improvement Program for the above project in the amounts shown in the table below, to account for an addition of grant funds received from Erie County. These amendments will allocate adequate funding to the above referenced project.

CIP No.	Project Description	CIP Allocation	Amended CIP Allocations <i>Approved RES-2023-80 1/17/2023</i>	Amended CIP Allocations
YR-2A (2023)	Royal Park Improvements	\$400,000 X ²	\$7,160,000 LA \$2,374,328 X ¹ \$400,000 X ²	\$7,160,000 LA \$2,374,328 X ¹ \$440,000 X ²
YR-2A (2024)	Royal Park Improvements	\$6,722,000 LA \$2,374,328 X ¹	\$0	\$0
	Total	\$9,496,328	\$9,574,328	\$9,614,328

LA: General Fund Bond
X¹: DASNY Grant Funds (Daemen)
X²: Erie County Grant Funds

Please approve amendment of the 2023-2028 Capital Improvement Program and allocate funding as shown above.

3/20/2023

Consent

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

B. DEPUTY SUPERVISOR BUCKI:

1. Resolution 2023-276

Senior Services Advisory Board Appointment

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

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

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

WHEREAS, the Amherst Senior Center Advisory Board currently has a Board of six (6) members, who shall continue to serve until their term of appointment expires, as follows:

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

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

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

The Honorable Deborah Bruch Bucki, PhD, RN, Liaison to Senior Services
Melissa Abel, Executive Director, Town of Amherst Senior Services

Mary-Diana Pouli, Executive Director, Town of Amherst Youth & Recreation
Assistant Police Chief Michael Camilleri
Dal Giuliani, Executive Director, Amherst Generations Foundation
Ms. Del Szczesniak, President, Senior Center Representatives Council; and

WHEREAS, Reverend Susan Frawley has expressed interest in serving on the Senior Services Advisory Board.

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

3/20/2023

Consent

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

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER LAVIN:

E. COUNCILMEMBER SZUKALA:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2023-277

Reconstruction of Town Bike Paths (Bond Resolution - \$200,000)

AGENDA ITEM : MARCH 20TH, 2023

TO: Town Board

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

DATE: March 15, 2023

RE: Reconstruction of the Town Bike Paths
2023-2028 C.I.P. - Project No. H-9
Bond Resolution - \$200,000

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 \$200,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb

Attachments

c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - March 20, 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*)
Dominic N. Creamer, General Crew Chief (*w/attachments*)

3/20/2023

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

2. Resolution 2023-278

Townwide Tree Planting and Restoration (Bond Resolution - \$200,000)

AGENDA ITEM : MARCH 20TH, 2023

TO: Town Board

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

DATE: March 15, 2023

**RE: Townwide Tree Planting and Restoration
2023-2028 C.I.P. - Project No. H-7
Bond Resolution - \$200,000**

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 \$200,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb

Attachments

c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - March 20, 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*)
Dominic N. Creamer, General Crew Chief (*w/attachments*)

3/20/2023

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 2023-279

Request for Public Hearing - 2023 Waterline Replacements (Bond Resolution - \$950,000)

AGENDA ITEM : MARCH 20TH, 2023

TO: Town Board

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

DATE: March 15, 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 April 17, 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 20, 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)

3/20/2023

Consent

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

4. Resolution 2023-280

Request for Public Hearing - Amending Chapter 203, Part 1 - General Provisions

AGENDA ITEM : MARCH 20th, 2023

TO: Town Board

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

DATE: March 15, 2023

**RE: Request For Public Hearing
A Local Law Amending Chapter 203 of the Town of Amherst, Part 1,
General Provisions, To Add A New Section, 1-13, To Exclude Certain
Public Uses**

Kindly adopt a resolution to set a Public Hearing for April 17, 2023 at 7:00 p.m. to adopt the above entitled Local Law.

The final version of this Local Law will be distributed to the Town Board at least seven (7) days before the public hearing as required by law.

Thank you.

MAP:nmb

c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item : March 20, 2023**)

3/20/2023

Consent

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

5. Resolution 2023-281

**2022 Service Award Lists - Authorize Mandatory 30-Day Posting
Period**

AGENDA ITEM : MARCH 20th, 2023

TO: Town Board

FROM: Martin A. Polowy, Esq. Town Attorney

DATE: March 15, 2023

RE: 2022 Service Award Program
***East Amherst Fire Department**
***Ellicott Creek Volunteer Fire Company, Inc.**
***Getzville Fire Company, Inc.**
***Main Transit Fire Department, Inc.**
***North Amherst Fire Company**
***North Bailey Fire Company, Inc.**

***Swormville Fire Company, Inc.**

Kindly adopt the following resolution:

RESOLVED, the Town Board authorizes the posting of the above-referenced fire company lists in their respective fire halls for the mandatory period of thirty (30) days.

Thank you.

MAP:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item - March 20, 2023**)

3/20/2023

Consent

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

6. Resolution 2023-282

Issuance of Right-Of-Way Work Permit - Shatkin Dental (CRS #3909)

AGENDA ITEM : MARCH 20TH, 2023

TO: Town Board

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

DATE: March 15, 2023

RE: Issuance of Right-of-Way Work Permit
From Town of Amherst To Shatkin Land Development, LLC
(CRS #3909)

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

WHEREAS, pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law, based on Short Environmental Assessment Form (EAF) and staff analysis, when comparing the criteria listed in Section 617.5(b), it is determined that this action is classified as a Type II Action under SEQR and no additional environmental work is required;

THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute the attached permit 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 20, 2023**)

3/20/2023

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

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

7. Resolution 2023-283

License Agreement - 187 Boxelder Lane (Clark) (CRS# 3919)

AGENDA ITEM : MARCH 20TH, 2023

TO: Town Board

FROM: Nicole M. Burroughs, Senior Paralegal

DATE: March 15, 2023

RE: Request for License Agreement (CRS# 3919)
Construction and Installation of Fence and Shed
Property Located At:
187 Boxelder Lane, Amherst, New York 14228

The owner of the above-referenced property is seeking permission to construct and install fence and shed that would encroach into an existing Town-owned easement, the details and stipulations of which are more fully described in the attached License Agreement.

This request was reviewed and approved by the Highway Department.

Thus, kindly adopt the following resolution:

RESOLVED, the Town Board authorizes the Supervisor to execute the attached License Agreement, pending successful completion of the Contract Routing System (CRS).

Thank you.

NMB:hs

Attachment

c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item : March 20, 2023**)
Tim Lucey, General Crew Chief, Highway Department (w/attachment)

RESULT:	WITHDRAWN
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8. Resolution 2023-284

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

AGENDA ITEM : MARCH 20TH, 2023

TO: Town Board

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

DATE: March 15, 2023

RE: Settlement of Article 7 Matter
HAH Holdings, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms

Attachment

c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item : March 20TH, 2023**)
Emily Murphy, Town Assessor

3/20/2023

Consent

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

9. Resolution 2023-285

Settlement of Article 7 Matter - 2900 Commerce Parkway V. Town of Amherst

AGENDA ITEM : MARCH 20TH, 2023

TO: Town Board

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

DATE: March 15, 2023

RE: Settlement of Article 7 Matter
2900 Commerce Parkway 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 20TH, 2023**)
Emily Murphy, Town Assessor

3/20/2023

Consent

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

10. Resolution 2023-286**Settlement of Article 7 Matter - 6333 Associates, LLC V. Town of Amherst****AGENDA ITEM : MARCH 20TH, 2023**

TO: Town Board

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

DATE: March 15, 2023

RE: Settlement of Article 7 Matter
6333 Associates, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

- (1) Settlement of the above matter as detailed in the attached Consent Order; and
- (2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms

Attachment

c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item : March 20TH, 2023**)
Emily Murphy, Town Assessor

3/20/2023

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 2023-287****Edmunds GovTech Tax Software Support Contract CRS #3899**

Please authorize the Supervisor to sign the Annual Software & Support Agreement with Edmunds GovTech, for the Tax Collection System. This agreement is valid 1/1/23-12/31/23.

3/20/2023

Consent

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

2. Resolution 2023-288

Edmunds GovTech Clerk Licensing System CRS #3901

Please authorize the Supervisor to sign the annual software & support agreement with Edmunds GovTech for the Town Clerk Licensing System. This agreement is valid from 5/1/23-4/30/24.

3/20/2023

Consent

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

3. Resolution 2023-289

Comprehensive Records Management Procedure Manual CRS #3916

TO: Town Board

FROM: Town Clerk

DATE: March 14, 2023

RE: Professional Services Contract CRS #3916
Production of a Comprehensive Records
Management Procedure Manual

WHEREAS, the Town of Amherst is interested in updating and expanding its current

records management procedure manual; and

WHEREAS, James M. Tammaro, has submitted the attached proposal to produce a comprehensive Records Management Procedure Manual;

NOW THEREFORE, BE IT RESOLVED that the Town of Amherst Town Board hereby approves the attached contract (**CRS #3916**) subject to successful completion of the contract routing process.

3/20/2023

Consent

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

4. Resolution 2023-290

Amusement License - Andale Cantina

Request by Andale Cantina for a First Class Amusement License to hold a Cinco De Mayo Celebration at 6850 Main St. on Friday, May 5th, 2023 from 11am-12am.

Supervising Code Enforcement Officer recommends a fee of \$50.00

The following conditions apply:

1. Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
2. That all fire lanes be kept clear at all times.
3. All temporary power must be code compliant.
4. Bathroom facility must be made available & accessible.
5. On site accessible parking must be maintained.
6. Vehicle impact protection must be provided for guest area.
7. Fire Department access must be maintained at all times in the event of an emergency.
8. Events with 1,000 guests or more will be require "Crowd Managers " that are in compliance with Chapter 4 of the 2020 FCNYS.
9. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.

3/20/2023

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:**

E. **CENTRAL ALARM:**

F. **COMPTROLLER:**

1. **Resolution 2023-291**

Budget Transfers and Amendments

For March 20, 2023 Town Board Agenda

To: Town Board
 From: Office of Town Comptroller
 Date: 3/15/2023
 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:

N2035.4000 Belmont- Contractual \$7,000.00
Requested per department.

TO:

N2060.4000 CDBG Emerg Rental \$7,000.00

BUDGET AMENDMENTS - 2023

INCREASE:

A7258.04389 Fed Grant Rev \$103,864.00

INCREASE:

A7258.1000 Personal Svcs \$28,310.00
 A7258.8030 FICA \$2,166.00
 A7258.8040 Workers Comp. \$708.00
 A7258.4040 Travel \$13,810.00
 A7258.4010 Office Supplies \$8,570.00
 A7258.4110 Contractual Svcs \$50,300.00

To record the budget for year 3 of the Task Force Grant.

KP2303 Royal Park Improv. - Erie County Grant \$440,000 KP2303.4972 Construction \$440,000
To setup budget for Royal Park Improvements for CRS# 3891, Erie County Grant.

N2223.02785 CDBG & Vg. - PI \$170.00 N2223.4000 Contractual \$170.00
To recognize Community Development program income from 169 Hillcrest, Amherst.

A1620.05001 Bldg. Maint. - Refund of C/Y Exp. \$4,211.70 A1620.4220 Buildings & Grounds \$4,211.70
To increase budget for materials costs reimbursement for storm damage to Harlem Rd.

N2250.02785 Tonawanda HOME- PI \$22,960.80 N2250.4000 Contractual \$22,960.80
 N2252.02785 Tonawanda Rental- PI \$2,551.20 N2252.4003 Admin \$2,551.20

To recognize Community Development program income from 579 Loretta, Tonawanda.

A8021.02089 Agricultural Grant Revenue \$15,000.00 A8021.4110 Contractual \$15,000.00
To set up agricultural grant from Erie County.

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 122 Harrison, Tonawanda.

3/20/2023

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 2023-292****Award Bid #2023004 Town Wide Asbestos and Lead Surveys (CRS #3892)**

WHEREAS, the Contract Compliance and Administration Department received bids on February 16, 2023 for Town Wide Asbestos and Lead Surveys; and

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

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to AMD Environmental Consultants, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with AMD Environmental Consultants, Inc.

3/20/2023

Consent

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

2. Resolution 2023-293**Award Bid #2023007 Lab Testing Services (CRS #3913)**

WHEREAS, the Contract Compliance and Administration Department received bids on March 2, 2023 for Lab Testing Services; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the contract to Alpha Analytical; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Alpha Analytical; 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 April 11, 2023 and the next Town Board meeting falls after that date.

3/20/2023

Consent

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

3. Resolution 2023-294**Award Bid #2023009 Portable Toilets (CRS #3914)**

WHEREAS, the Contract Compliance and Administration Department received bids on March 9, 2023 for Portable Toilets; and

WHEREAS, the bid process resulted in responses from two (2) 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 the contract to Julie's Portable Toilets; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Julie's Portable Toilets; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System as portable toilets are required at Audubon Golf Course and

Audubon Par 3 Golf Course on April 1, 2023 and the next Town Board meeting falls after that date.

3/20/2023

Consent

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

4. Resolution 2023-295

Extension of Bid #2021001 Aftermarket Components for Light & Heavy Duty Vehicles (CRS #3839/3860/3863)

WHEREAS, Casullo's Automotive (Original CRS #2437), Fleet Maintenance, Inc. (Original CRS #2560) and D & W Diesel (Original CRS #2543) have agreed to extend their contracts for Bid #2021001 Aftermarket Components for Light & Heavy Duty Vehicles;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contracts with Casullo's Automotive, Fleet Maintenance, Inc. and D & W Diesel for the period May 3, 2023 through May 2, 2025; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extensions with Casullo's Automotive, Fleet Maintenance, Inc. and D & W Diesel.

3/20/2023

Consent

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

5. Resolution 2023-296

Extension of Bid #2018053 for Rodent Control (CRS #3900 / Orig. CRS #1156)

WHEREAS, Amherst Exterminators has agreed to extend their contract for Bid #2018053 for Rodent Control;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Amherst Exterminators for a term from February 4, 2023 through February 3, 2025; and

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

3/20/2023

Consent

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

6. Resolution 2023-297

**Extension of Employee Benefit Consultants Contract CRS #3906
(Orig. CRS #1912)**

WHEREAS, AP Benefit Advisors, LLC, dba Premier Consulting Associates, has agreed to extend their contract for RFP #201907 Employee Benefit Consulting Services;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a 3-year extension of the contract with AP Benefit Advisors, LLC for the term of January 1, 2023 through December 31, 2025; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with AP Benefit Advisors, LLC.

3/20/2023

Consent

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

7. Resolution 2023-298

**Approve Piggyback Contract for Maintenance, Repair and Operations
(CRS 3921)**

WHEREAS, the Contract Compliance and Administration Department is requesting approval to piggyback on Sourcewell Contract 091422-WWG with W. W. Grainger for Maintenance, Repair and Operations; and

WHEREAS, the contract term will be from date of Town Board approval through November 8, 2026;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the piggyback contract with W.W. Grainger, Inc.; 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.

3/20/2023

Consent

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

H. COURT:

1. Resolution 2023-299

**Approve Additional Travel Expenses for Amherst Town Justice
Buscaglia to Attend Association of Towns**

Please approve additional travel expenditures in the amount of \$135.03 to cover hotel and per diem meals for Judge K. Buscaglia, as she had to extend her stay in New York City by one day (2/23/23) due to flight cancellation (2/22/23) caused by the ice storm in Buffalo on February 22, 2023.

3/20/2023

Consent

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

I. ECONOMIC DEVELOPMENT:**J. EMERGENCY SERVICES:****1. Resolution 2023-300****Approval of Temporary Access Agreement with New York State Police CRS #3918**

Amherst Town Board approval is requested for the Town Supervisor to sign a Temporary Access Agreement to allow the New York State Police to access and use Glen Park in Williamsville for Swift Water Rescue Training in March of 2023. The State of New York assumes all risk. Pending CRS approval.

3/20/2023

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

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

K. ENGINEERING SERVICES:**1. Resolution 2023-301****Installation of Street Lighting N. Maplemere Road Extension TOA Job No: 2020.028A**

We are hereby requesting authorization for the installation of fourteen (14) street lights at the above referenced location.

During the course of construction, the Town of Amherst requires the developer to install street lighting along new public roadways. Following installation, the proposed lighting will be accepted by the Town for ownership and maintenance. As such, National Grid requires a Town Board resolution authorizing the installation of the proposed street lighting.

May we have your approval for the installation of fourteen (14) street lights?

3/20/2023

Consent

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

2. Resolution 2023-302**Resolution Authorizing Supervisor to Sign Form HC140 for Sanitary Sewer Manhole Adjustment on Sheridan Drive (Route 324) From Niagara Falls Boulevard to Harlem Road NYSDOT PIN 5086.31; D265000 TOA Job #2023.012 CRS #3902**

The New York State Department of Transportation (NYSDOT) has an upcoming pavement rehabilitation and pedestrian signals upgrade project on Sheridan Drive between Niagara Falls Boulevard and Harlem Road. As part of this project, it will be necessary for NYSDOT to adjust the Town's existing sanitary manhole covers within the project limits. Enclosed are four (4) copies of NYSDOT Form HC-140 for the adjustment of sanitary manholes at **no** cost to the Town.

We are requesting an approved resolution authorizing the Supervisor to sign these utility work agreements granting the State of New York authority to perform the adjustments for the Town of Amherst and agreeing that the Town will maintain the facilities adjusted via State-let contract.

Four (4) executed HC-140 Forms signed by the Town Supervisor will be sent along with four (4) certified resolutions to the NYSDOT and once fully executed they will return one (1) signed HC-140 Forms for our records.

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

3/20/2023

Consent

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

3. Resolution 2023-303**Change Order No. 2 & Final – MKS Plumbing, Corp. – Plumbing
Contract North Amherst Recreation Center Football Fieldhouse TOA
Project No. 2021.044 CRS No. 3908**

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 \$573.00. This change will cover the costs associated having to winterize the building after the water connection was completed by ECWA after a significant delay. The training of Town maintenance personnel is also included within this change order so they may successfully complete this task day-forward on an annual basis.

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.

3/20/2023

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 2023-304****Niagara Frontier Equipment Sales Inc Extension for Tractor Parts
CRS #3903/2291**

The Highway Department is requesting the Town Board authorize an agreement extension for Tractor Parts for Resolution 2021-54 for BID #2020028A for Niagara Frontier Equipment Sales, Inc.; and will be valid from the date of execution by the Town of Amherst Board through 1/11/2025.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS#3903/2291) and the approval of the Town Attorney.

3/20/2023

Consent

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

2. Resolution 2023-305**Authorize Supervisor to Sign Contract with Fastenal Company CRS #3924**

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst approves the contract with Fastenal Company for industrial and commercial supplies and equipment.

WHEREAS, the contract is Sourcewell #091422 - FAS for the terms of 1/26/2023 through 11/08/2026.

NOW THEREFORE, BE IT RESOLVED, the Town Board authorizes the piggyback contract with Fastenal Company; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System (CRS#3924) and approval of the Town Attorney.

3/20/2023

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 2023-306****Cleaner - PT/Building Maintenance/Facilities**

Please appoint a Cleaner - PT to the Building Maintenance/Facilities Department. Effective March 21, 2023, Temporary, \$14.20 ph for James Gnozzo.

Contingent upon completing all pre-employment requirements.

3/20/2023

Consent

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

2. Resolution 2023-307

Legal Secretary/Attorney's Office

Please create and appoint a Legal Secretary to the Attorney's Office. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 21, 2023 at an annual salary of \$56,029.73, Grade 5, Step A of the Exempt Non-Department Head Salary Schedule for Renee Sliwa.

This is a lateral appointment.

3/20/2023

Consent

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

3. Resolution 2023-308

Program Coordinator (Senior Services)/Senior Center

Please appoint a Program Coordinator (Senior Services) to the Amherst Center of Senior Services. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 21, 2023 at an annual salary of \$50,543, Grade 9, Step E for Cynthia Weiss.

This is a promotion for an employee currently serving as Recreation Leader (Sr. Citizens).

3/20/2023

Consent

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

4. Resolution 2023-309**Records Inventory Clerk/Town Clerk**

Please appoint a Records Inventory Clerk to the Town Clerk's Office. Provisional, pending satisfactory completion of a Civil Service Examination. Effective April 3, 2023 at an annual salary of \$42,499, Grade 4, Step F for Amy Miller.

Contingent upon completing all pre-employment requirements.

3/20/2023

Consent

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

5. Resolution 2023-310**Program Leader (Youth)/Youth & Recreation**

Please appoint a Program Leader (Youth) to the Youth & Recreation Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 21, 2023 at an annual salary of \$38,674, Grade 7, Step A for Gregory Potter.

Contingent upon completing all pre-employment requirements.

3/20/2023

Consent

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

O. INFORMATION TECHNOLOGY:

1. Resolution 2023-311

Comtec of WNY Statement of Work, CRS #3905

Pending successful completion of the contract routing process, please authorize the Supervisor to sign an agreement with Comtec of WNY Inc. This agreement is for regular and emergency rates should there be a fiber optic cable service disruption. This agreement will expire on March 20, 2024.

3/20/2023

Consent

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

2. Resolution 2023-312

ArcGIS Enterprise Configuration Support, CRS 3920

Pending successful completion of the contract routing process. Please authorize the Supervisor to sign an agreement with Environmental Systems Research Institute Inc. (Esri) Professional Services to provide consulting services for ArcGIS Enterprise installation and configuration support.

3/20/2023

Consent

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

P. PLANNING:**1. Resolution 2023-313****Authorize the Supervisor to Sign a Contract Amendment Agreement with Sutton Architecture, PLLC. for Foundation Design Services of 44 Sunset Ct. CRS #3894**

WHEREAS, the Amherst Town Board has executed a contract extension with SUTTON ARCHITECTURE on April 5, 2021 for architectural services for the construction of a single-family home at 44 Sunset Court, Amherst NY as part of the Amherst Acquisition/New-Construction/Resale program; and

WHEREAS, the current contract has a term from August 12, 2021 through December 31, 2023; and

WHEREAS, the Town desires to amend the contract for \$3,080 in order to receive an engineered foundation design to accommodate the less than optimal soil conditions and complete construction of a single-family house; now therefore be it

RESOLVED, the Town Supervisor, is hereby authorized to execute an amendment of the agreement with Sutton Architecture subject to satisfactory completion of the contract routing process, for the provision of engineering services associated with the construction of a single-family home located at 44 Sunset Court Amherst, NY through December 31 2023, in the amount not to exceed \$11,680.000 (Account N02-84).

3/20/2023

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 2023-314****Memorandum of Understanding Use of Amherst Police Department Community Policing & Training Facility United States Department of Veterans Affairs Police-Buffalo (CRS #3896)**

TOWN BOARD AGENDA ITEM: MARCH 20, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

**RE: Memorandum of Understanding
Use of Amherst Police Department Community Policing &
Training Facility
United States Department of Veterans Affairs Police-Buffalo (CRS
#3896)**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and the United States Department of Veterans Affairs Police-Buffalo with regard to the above-entitled matter. This MOU has successfully completion the Contract Routing System.

Thank you.

SPC: msl

Attachment

C: Tim Koller, Deputy Town Clerk (***Agenda Item: March 20, 2023***)

3/20/2023

Consent

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

2. Resolution 2023-315

Travel & Training Request Explosives Handlers & Breaching Course

TOWN BOARD AGENDA ITEM : MARCH 20, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

**RE: Travel & Training Request
Explosives Handlers & Breaching Course**

Kindly adopt a Resolution authorizing four (4) ERT Officers to attend the above entitled training course. This course is being held in Crestview, Florida from March 26, 2023 through March 31, 2023. The cost for this training and travel is approximately \$12,132.82.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: March 20, 2023**)

3/20/2023

Consent

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

R. SENIOR SERVICES:

S. SEWER/PLANT 16:

1. Resolution 2023-316

Emergency Purchase Authorizations Niagara Falls Boulevard Emergency Sewer Repair Xylem Dewatering Solutions CRS #3904

The Engineering Department Sewer Maintenance Division is requesting the Town Board authorize the Comptroller's Office to pay the attached invoices to Xylem Dewatering Solutions in the amount of \$22,898.68. This emergency purchase was required for the immediate sewer repair on Niagara Falls Boulevard.

Xylem was used for the hose rental to enable the use of WWTP's Godwin pump to bypass flow during the repair and Xylem was able to provide hose that is compatible with that pump.

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.

3/20/2023

Consent

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

2. Resolution 2023-317**Amend Emergency Purchase Authorization for Kistner Concrete Products Niagara Falls Boulevard Emergency Sewer Repair CRS #3854**

The Engineering Department Sewer Maintenance Division is requesting the Town Board approve the amendment of the above referenced emergency purchase authorization approved at the Town Board meeting of February 13, 2023.

A second invoice from Kistner Concrete Products was received after Town Board approval for the remaining four (4) concrete manholes that were used for the emergency sewer repair on Niagara Falls Boulevard. The invoice total is \$11,582.00 bringing the total amount for this emergency purchase with Kistner Concrete Products to \$18,428.00.

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

Thank you for considering this request.

3/20/2023

Consent

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

3. Resolution 2023-318**New Enterprise Stone & Lime Co., Inc. Payment Authorization**

The Engineering Department Sewer Maintenance Division is requesting the Town Board authorize the Comptroller's Office to pay the attached invoices totaling \$5,690.71 to New Enterprise Stone & Lime Co., Inc. for cold patch that was purchased for the Niagara Falls Boulevard Emergency Sewer Repair. The wrong vendor was utilized for this purchase. The Town has a contract for cold patch with a different vendor.

Funding for this purchase is available in account G0380.

Thank you for considering this request.

3/20/2023

Consent

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

4. Resolution 2023-319

Travel Request - Required Operator Training Courses

The Engineering Department is requesting approval to send one (1) employee to attend Basic Laboratory Procedures, Grade 3 Technical Module and Grade 4 Management training courses at the Environmental Training Center at SUNY Morrisville in Morrisville, NY in November 2023.

The total cost for the employee to attend each course is estimated to be \$1,948.38, \$825.65 and \$1,507.56, respectively and includes registration, tolls/mileage reimbursement, lodging and per diem. These classes are also known to fill quickly, so we are also requesting the approval to register the employee for the next available course date, if necessary.

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

Thank you for considering this request.

3/20/2023

Consent

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

5. Resolution 2023-320

Travel Request - Operator Training Course

The Engineering Department is requesting approval to send one (1) employee to attend the Grade 4 Management training course at the Environmental Training Center at SUNY Morrisville in Morrisville, NY in July 2023.

The total cost for the employee to attend the course is estimated to be \$1,507.56 and includes registration, tolls/mileage reimbursement, lodging and per diem. These classes are also known to fill quickly, so we are also requesting the approval to register the employee for the next available course date, if needed.

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

Thank you for considering this request.

3/20/2023

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 2023-321

Piggyback Agreement (Trane) - CRS #3868

Authorize the Supervisor to sign a contract between the Town of Amherst and Trane US, Inc., piggybacking off of OMNIA Partners Contract 3341 for HVAC supplies and services.

3/20/2023

Consent

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

2. Resolution 2023-322

Permission to Spend T Account Funds

Authorize the expenditure of up to \$10,960.00 in funds from T 2107.4001 for purchase of fencing related-items for the Amherst Girls Softball Field Construction project.

3/20/2023

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 2023-33

Resident Letter - Sidewalk Snow Relief Program

Letter from Erica M. Burzynski regarding the Sidewalk Snow Relief program.

3/20/2023

Referred to Attorney, Planning, Engineering and Highway

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

2. Communication 2023-34

2022 Amherst Disability Committee Annual Report

Erica Rodman, Chair of Amherst Committee on Disabilities, submitted the 2022 Annual Report of the Committee on Disabilities.

3/20/2023

Referred to Town Clerk and IT

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

3. Communication 2023-35**2022 TOA Historic Preservation Commission - Annual Report**

Susan Palmer, Chairperson of Town of Amherst Historic Preservation Commission, submitted the Commission's 2022 Annual Report.

3/20/2023

Referred to Town Clerk and IT

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

4. Communication 2023-36**Notice of Claim: Third Avenue Condominium Vs. Town of Amherst**

3/20/2023

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 2023-37**Notice of Claim: Cottrell Smith Vs. Town of Amherst**

3/20/2023

Referred to Attorney

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

6. Communication 2023-38**Notice of Claim: Progressive Specialty Insurance Company A/S/O
Viola Stermann Vs. Town of Amherst****3/20/2023**

Referred to Attorney

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

7. Communication 2023-39**Notice of Claim: Allstate Insurance Company A/S/O Danielle Malcher
Vs Town of Amherst****3/20/2023**

Referred to Attorney

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

8. Communication 2023-40**Summons and Complaint: M&T Bank Vs. Town of Amherst Et Al.****3/20/2023**

Referred to Attorney

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

9. Communication 2023-41**Notice of Claim: New York Central Mutual Fire Insurance Company
A/S/O Ly Thao Do Vs. Town of Amherst Et Al.****3/20/2023**

Referred to Attorney

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

10. Communication 2023-42**Summons and Complaint: Midfirst Bank Vs. Town of Amherst Et Al.****3/20/2023**

Referred to Attorney

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

11. Communication 2023-43**Summons and Complaint: Renee D. Sims Vs. Town of Amherst Et Al.****3/20/2023**

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 1 unlisted item. The motion was seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Suspension of Rules was opened at 7:15 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 7:16 PM.

1. Resolution 2023-323

Adjust Lighting Facilities - Aesthetic Associates Centre/2500 Kensington LLC

RESOLVED, that the Town Board authorizes the Town Supervisor to request that the Aesthetic Associates Centre/2500 Kensington LLC review the lighting facilities located on its property at 2500 Kensington Avenue and adjust such lighting facilities to address the concerns of the neighboring property owners.

3/20/2023

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

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brian J. Kulpa, 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 Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 7:17 PM.

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

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Lavin and unanimously approved 5-0. The Town Board meeting of March 20, 2023 was adjourned at 7:17 PM.


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Planning
 Initiated by: **Dan Howard**
 Co-Sponsored by:

DOC ID: 27314

RESOLUTION 2023-270
ADOPTED

SEQR Determination - 800 New Road (Portion), Z-1984-26_A Removal of Deed Restriction

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

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for relief of deed restriction that limits the use of the property to a nursery or landscaping business at 800 New Road (portion) and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

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

3/20/2023

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

FINANCIAL IMPACT:

None

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

DRAFT (3/20/23)**SEQR****NEGATIVE DECLARATION****NOTICE OF DETERMINATION OF NON-SIGNIFICANCE**

Lead Agency: Town of Amherst
Town Board**Project:** Z-2022-12 & Z-1984-26_A**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 actions described below will not have a significant adverse effect on the environment.

Title of Actions: Rezoning Request & Request for Relief from a Deed Restriction**SEQR Status:** Unlisted actions.**Description of Actions:**

- 1) Rezoning of 3.4 ± acres of land from GB to SA to allow for the future use and development of the site for a Tier III Solar Array on the subject parcel and land that is located at 800 New Road (portion).
- 2) Request to remove a declaration of restrictions imposed as part of a rezoning decision limiting the previous use to a nursery and landscaping business on the subject parcel located at 800 New Road (portion).

Location: 800 New Road (portion), Town of Amherst, Erie County, New York**Petitioner:** Sol Source Power, Inc.

Negative Declaration, Z-2022-12 & Z-1984-26_A
 date
 Page 2

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1, complete applications, and a concept plan, a preliminary staff analysis was undertaken. Based on the results of the EAF Part 2 and compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 3.4± acres of land from General Business (GB) to Suburban Agriculture (SA) for the proposed development of the site for a Tier III Solar Array and the proposed relief from a deed restriction limiting the use of the subject property to a nursery or landscaping business will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on December 21, 2022 reviewed the applications and EAF submitted on December 21, 2022, and had no objection or comments on the proposed rezoning and proposed relief of deed restriction.
2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. A Landscape/Tree preservation Plan shall be required of the applicant upon submittal of a site plan application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met, including an evaluation of the necessity to remove existing vegetation.
3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on January 9, 2023 and Zoning Enforcement Officer on January 18, 2023 reviewed the applications and EAF submitted on December 21, 2022, and have no objection or comments on the proposed rezoning.
4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources. The New York State Office of Parks, Recreation and Historic Preservation has recommended that the petitioner conduct a Phase IA/IB study at the subject site for potentially significant cultural or archeological resources. The petitioner has stated in a letter dated February 28, 2023 that they have contracted with an archeological consultant to conduct the study and it will be completed prior to approval of a Site Plan by the Planning Board and Special Use Permit by the Town Board. Site disturbances will not occur until the New York State Office of Parks, Recreation and Historic Preservation concurs with its findings.

Negative Declaration, Z-2022-12 & Z-1984-26_A
date
Page 3

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from General Business (GB) to Suburban Agriculture (SA) and for a relief of deed restriction that limits the use of the property to a nursery or landscaping business. Neighboring uses are single family residential on the east, west, and south zoned SA, vacant land to the north zoned SA, and vacant land to the east and south zoned Traditional Neighborhood Development District (TND); therefore, the project is consistent with surrounding land use and zoning designations.
6. The proposed rezoning from General Business (GB) to Suburban Agriculture (SA) and relief of a deed restriction that limits the use of the property to a nursery or landscaping business for a proposed Tier III Solar Array will not cause a major change in the use of either the quantity or type of energy. The future project will produce clean energy resources.
7. The rezoning from General Business (GB) to Suburban Agriculture (SA) and for a relief of deed restriction that limits the use of the property to a nursery or landscaping business for the proposed Tier III Solar Array will not create any hazard to human health. The Fire Chief's Association on January 12, 2023, has reviewed the rezoning request and supporting documentation for the request for relief of deed restriction that limits the use of the property to a nursery and has no objection to or adverse comments.
8. The rezoning from General Business (GB) to Suburban Agriculture (SA) and for a relief of deed restriction that limits the use of the property to a nursery or landscaping business will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. The proposed Tier III Solar Array will be consistent with the scale of surrounding land uses. The proposed land use will help to preserve the existing land use from more intensive residential or commercial development.
9. The rezoning from General Business (GB) to Suburban Agriculture (SA) and for a relief of deed restriction that limits the use of the property to a nursery or landscaping business for the proposed Tier III Solar Array will not significantly increase the number of people using the site over its previous level of use.
10. Reviews by the Town Traffic/Safety Board on January 3, 2023, and the New York State Department of Transportation on January 17, 2023 indicate that significant negative traffic impacts are not expected to result from the proposed project.

Negative Declaration, Z-2022-12 & Z-1984-26_A
 date
 Page

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on January 9, 2023, Engineering on December 21, 2022, Traffic/Safety Board on January 3, 2023, Assessor on November 22, 2022, Fire Chiefs' Association on January 12, 2023, Zoning Enforcement Officer on January 18, 2023, and Right-of-Way Agent on November 17, 2022 along with outside agencies including Erie County Department of Environment & Planning on February 22, 2023, and New York State Department of Transportation on January 17, 2023. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.
12. Issues not specifically mentioned above and/or those not specifically reviewed were not raised by Town departments, outside agencies or the public and are not determined to be causing significant negative environmental impacts.

 Thomas Voigt, Assistant Planner

 date

 Brian J. Kulpa, Supervisor

 date

TV/ac

X:\Current_Planning\Files\Rezoning\2022\Z-2022-12_(800_New_Rd)_2022\Z-2022-12_TB_Neg Dec_032023.docx

cc: Amherst Town Clerk
 Amherst Building Department
 ECDEP
 NYSDEC (type 1's)
 NYSDOT (if on state hwy.)
 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_TB_Neg Dec_032023 (RES-2023-270 : SEQOR Determination - 800 New Road (Portion), Z-1984-26_A)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Planning
 Initiated by: **Dan Howard**
 Co-Sponsored by:

DOC ID: 27315

RESOLUTION 2023-271
ADOPTED

Adoption of Local Law to Remove Deed Restriction 800 New Road (Portion), Z-1984-26_A

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of January 24, 2023 that the proposed relief of deed restriction at 800 New Road (portion) is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to remove the deed restriction limiting uses of the property to a nursery or landscaping business.

3/20/2023

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

FINANCIAL IMPACT:

None

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Planning
 Initiated by: **Dan Howard**
 Co-Sponsored by:

DOC ID: 27316

RESOLUTION 2023-272

ADOPTED

SEQR Determination - Rezoning of 800 New Road (Portion), Z-2022-12

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

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 800 New Road (portion) from General Business (GB) to Suburban Agriculture (SA) and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

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

3/20/2023

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

FINANCIAL IMPACT:

None

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

DRAFT (3/20/23)**SEQR****NEGATIVE DECLARATION****NOTICE OF DETERMINATION OF NON-SIGNIFICANCE**

Lead Agency: Town of Amherst
Town Board**Project:** Z-2022-12 & Z-1984-26_A**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 actions described below will not have a significant adverse effect on the environment.

Title of Actions: Rezoning Request & Request for Relief from a Deed Restriction**SEQR Status:** Unlisted actions.**Description of Actions:**

- 1) Rezoning of 3.4 ± acres of land from GB to SA to allow for the future use and development of the site for a Tier III Solar Array on the subject parcel and land that is located at 800 New Road (portion).
- 2) Request to remove a declaration of restrictions imposed as part of a rezoning decision limiting the previous use to a nursery and landscaping business on the subject parcel located at 800 New Road (portion).

Location: 800 New Road (portion), Town of Amherst, Erie County, New York**Petitioner:** Sol Source Power, Inc.

Negative Declaration, Z-2022-12 & Z-1984-26_A
 date
 Page 2

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1, complete applications, and a concept plan, a preliminary staff analysis was undertaken. Based on the results of the EAF Part 2 and compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 3.4± acres of land from General Business (GB) to Suburban Agriculture (SA) for the proposed development of the site for a Tier III Solar Array and the proposed relief from a deed restriction limiting the use of the subject property to a nursery or landscaping business will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on December 21, 2022 reviewed the applications and EAF submitted on December 21, 2022, and had no objection or comments on the proposed rezoning and proposed relief of deed restriction.
2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. A Landscape/Tree preservation Plan shall be required of the applicant upon submittal of a site plan application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met, including an evaluation of the necessity to remove existing vegetation.
3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on January 9, 2023 and Zoning Enforcement Officer on January 18, 2023 reviewed the applications and EAF submitted on December 21, 2022, and have no objection or comments on the proposed rezoning.
4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources. The New York State Office of Parks, Recreation and Historic Preservation has recommended that the petitioner conduct a Phase IA/IB study at the subject site for potentially significant cultural or archeological resources. The petitioner has stated in a letter dated February 28, 2023 that they have contracted with an archeological consultant to conduct the study and it will be completed prior to approval of a Site Plan by the Planning Board and Special Use Permit by the Town Board. Site disturbances will not occur until the New York State Office of Parks, Recreation and Historic Preservation concurs with its findings.

Negative Declaration, Z-2022-12 & Z-1984-26_A
 date
 Page 3

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from General Business (GB) to Suburban Agriculture (SA) and for a relief of deed restriction that limits the use of the property to a nursery or landscaping business. Neighboring uses are single family residential on the east, west, and south zoned SA, vacant land to the north zoned SA, and vacant land to the east and south zoned Traditional Neighborhood Development District (TND); therefore, the project is consistent with surrounding land use and zoning designations.
6. The proposed rezoning from General Business (GB) to Suburban Agriculture (SA) and relief of a deed restriction that limits the use of the property to a nursery or landscaping business for a proposed Tier III Solar Array will not cause a major change in the use of either the quantity or type of energy. The future project will produce clean energy resources.
7. The rezoning from General Business (GB) to Suburban Agriculture (SA) and for a relief of deed restriction that limits the use of the property to a nursery or landscaping business for the proposed Tier III Solar Array will not create any hazard to human health. The Fire Chief's Association on January 12, 2023, has reviewed the rezoning request and supporting documentation for the request for relief of deed restriction that limits the use of the property to a nursery and has no objection to or adverse comments.
8. The rezoning from General Business (GB) to Suburban Agriculture (SA) and for a relief of deed restriction that limits the use of the property to a nursery or landscaping business will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. The proposed Tier III Solar Array will be consistent with the scale of surrounding land uses. The proposed land use will help to preserve the existing land use from more intensive residential or commercial development.
9. The rezoning from General Business (GB) to Suburban Agriculture (SA) and for a relief of deed restriction that limits the use of the property to a nursery or landscaping business for the proposed Tier III Solar Array will not significantly increase the number of people using the site over its previous level of use.
10. Reviews by the Town Traffic/Safety Board on January 3, 2023, and the New York State Department of Transportation on January 17, 2023 indicate that significant negative traffic impacts are not expected to result from the proposed project.

Negative Declaration, Z-2022-12 & Z-1984-26_A

date

Page

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on January 9, 2023, Engineering on December 21, 2022, Traffic/Safety Board on January 3, 2023, Assessor on November 22, 2022, Fire Chiefs' Association on January 12, 2023, Zoning Enforcement Officer on January 18, 2023, and Right-of-Way Agent on November 17, 2022 along with outside agencies including Erie County Department of Environment & Planning on February 22, 2023, and New York State Department of Transportation on January 17, 2023. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.
12. Issues not specifically mentioned above and/or those not specifically reviewed were not raised by Town departments, outside agencies or the public and are not determined to be causing significant negative environmental impacts.

Thomas Voigt, Assistant Planner

date

Brian J. Kulpa, Supervisor

date

TV/ac

X:\Current_Planning\Files\Rezoning\2022\Z-2022-12_(800_New_Rd)_2022\Z-2022-12_TB_Neg Dec_032023.docx

cc: Amherst Town Clerk

Amherst Building Department

ECDEP

NYSDEC (type 1's)

NYSDOT (if on state hwy.)

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


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Planning
 Initiated by: **Dan Howard**
 Co-Sponsored by:

DOC ID: 27317

RESOLUTION 2023-273
ADOPTED

Adoption of Local Law to Amend the Zoning Map 800 New Road (Portion), Z-2022-12

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of January 24, 2023 that the proposed rezoning from GB to SA at 800 New Road (portion) is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

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

3/20/2023

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

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: 03/20/23 07:00 PM
 Department: Finance

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

DOC ID: 27259

RESOLUTION 2023-274

ADOPTED

Authorize Travel to Toronto, Ontario

Please authorize expense reimbursement for travel on March 7, 2023 to Toronto, Ontario as listed below for the purpose of site visits and meetings at various locations with outdoor ice ribbons for use in planning for a similar site within the Town. Please note that the per diem listed is the based on the US Department of State rate for lunch for travel to Toronto.

Brian Kulpa, Supervisor	\$30.00 per diem
Jessica O'Neil, Supervisor's Office	\$30.00 per diem
Eric Guzdec, Youth & Recreation	\$30.00 per diem, \$10.00 tolls (drove Town vehicle)
Dan Rizzo, Facilities	\$30.00 per diem
Anne Dafchick, Facilities	\$30.00 per diem
Brian Bush, Facilities	\$30.00 per diem
Lynda Juul, Finance	\$30.00 per diem, \$225.00 mileage/tolls/parking

3/20/2023

Consent

FINANCIAL IMPACT:

Various departments, total NTE \$445.00

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


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Supervisor
 Initiated by: **Brian J. Kulpa**
 Co-Sponsored by:

DOC ID: 27299

RESOLUTION 2023-275
ADOPTED

Amendments to 2023-2028 Capital Improvement Program (CIP) CIP Project No. YR-2A: Royal Park Improvements

The Supervisor's Office is recommending an additional amendment of the 2023-2028 Capital Improvement Program for the above project in the amounts shown in the table below, to account for an addition of grant funds received from Erie County. These amendments will allocate adequate funding to the above referenced project.

CIP No.	Project Description	CIP Allocation	Amended CIP Allocations <i>Approved RES-2023-80 1/17/2023</i>	Amended CIP Allocations
YR-2A (2023)	Royal Park Improvements	\$400,000 X ²	\$7,160,000 LA \$2,374,328 X ¹ \$400,000 X ²	\$7,160,000 LA \$2,374,328 X ¹ \$440,000 X ²
YR-2A (2024)	Royal Park Improvements	\$6,722,000 LA \$2,374,328 X ¹	\$0	\$0
	Total	\$9,496,328	\$9,574,328	\$9,614,328

LA: General Fund Bond

X¹: DASNY Grant Funds (Daemen)

X²: Erie County Grant Funds

Please approve amendment of the 2023-2028 Capital Improvement Program and allocate funding as shown above.

3/20/2023

Consent

FINANCIAL IMPACT:

See Table

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: 03/20/23 07:00 PM
 Department: Councilmembers
 Initiated by: **Deborah Bruch Bucki**
 Co-Sponsored by:

DOC ID: 27269

RESOLUTION 2023-276

ADOPTED

Senior Services Advisory Board Appointment

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

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

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

WHEREAS, the Amherst Senior Center Advisory Board currently has a Board of six (6) members, who shall continue to serve until their term of appointment expires, as follows:

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

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

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

The Honorable Deborah Bruch Bucki, PhD, RN, Liaison to Senior Services
 Melissa Abel, Executive Director, Town of Amherst Senior Services
 Mary-Diana Pouli, Executive Director, Town of Amherst Youth & Recreation
 Assistant Police Chief Michael Camilleri
 Dal Giuliani, Executive Director, Amherst Generations Foundation
 Ms. Del Szczesniak, President, Senior Center Representatives Council; and

WHEREAS, Reverend Susan Frawley has expressed interest in serving on the Senior Services Advisory Board.

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

3/20/2023

Consent

FINANCIAL IMPACT:

None.

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27271

RESOLUTION 2023-277

ROLL CALL VOTE (ADOPTED)

Reconstruction of Town Bike Paths (Bond Resolution - \$200,000)

AGENDA ITEM : MARCH 20TH, 2023

TO: Town Board

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

DATE: March 15, 2023

**RE: Reconstruction of the Town Bike Paths
 2023-2028 C.I.P. - Project No. H-9
 Bond Resolution - \$200,000**

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 \$200,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb

Attachments

c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - March 20, 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*)
 Dominic N. Creamer, General Crew Chief (*w/attachments*)

3/20/2023

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 - \$200,000

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 Dire

Transmitted electronically

MEMORANDUM

February 23, 2022

TO: Dominic N. Creamer, General Crew Chief
Highway Department

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

RE: SEQR Determination
Reconstruction of Town Bike Paths
2023-2028 C.I.P. Project H-9

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)\3_23_2023_H-9_Reconstruction of Town Bike Paths.docx

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

Attachment: SEQR H-9 (RES-2023-277 : Reconstruction of Town Bike Paths (Bond Resolution - \$200,000))

EXTRACT OF MINUTES
Meeting of the Town Board of the
Town of Amherst, in the
County of Erie, New York
March 20, 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 20, 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-2023-277 : Reconstruction of Town Bike Paths (Bond Resolution - \$200,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MARCH 20, 2023, AUTHORIZING THE RECONSTRUCTION OF BIKE PATHS LOCATED THROUGHOUT THE TOWN, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS \$200,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$200,000 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 reconstruction of bike paths located throughout the Town, as described in the map, plan and report dated February 2023, prepared by the Town Highway Department (2023-2028 Capital Improvement Program Project H-9). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$200,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of \$200,000 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 \$200,000 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 specific object or purpose for which said \$200,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 19(c) of the Law, is fifteen (15) years.

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

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

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

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 20, 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 20, 2023, AUTHORIZING THE RECONSTRUCTION OF BIKE PATHS LOCATED THROUGHOUT THE TOWN, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS \$200,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$200,000 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 the reconstruction of bike paths located throughout the Town, as described in the map, plan and report dated February 2023, prepared by the Town Highway Department (2023-2028 Capital Improvement Program Project H-9); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is \$200,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of \$200,000 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 \$200,000 pursuant to the Local Finance Law of the State of New York (the “Law”) to finance said appropriation;

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

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

Attachment: CertBondReso (RES-2023-277 : Reconstruction of Town Bike Paths (Bond Resolution - \$200,000))

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

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

DATED: March 20, 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 20, 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



Town of Amherst Highway Department

Reconstruction of the Town Bike Paths *2023 - 2028 C.I.P. Project H-9*

Map, Plan & Report
February, 2023

CONTENTS:

- Approved 2023 - 2028 C.I.P. Project H-9
- Introductions / Existing Conditions
- Proposed Scope
- Financial / Taxation Summary
- SEQR Determination

Prepared by
Town of Amherst Highway Department
1042 North Forest Rd.
Williamsville, NY 14221
(716) 631-7117

TOWN OF AMHERST

Reconstruction of the Town Bike Paths

APPROVED 2023-2028 CIP PROJECT H-9:

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

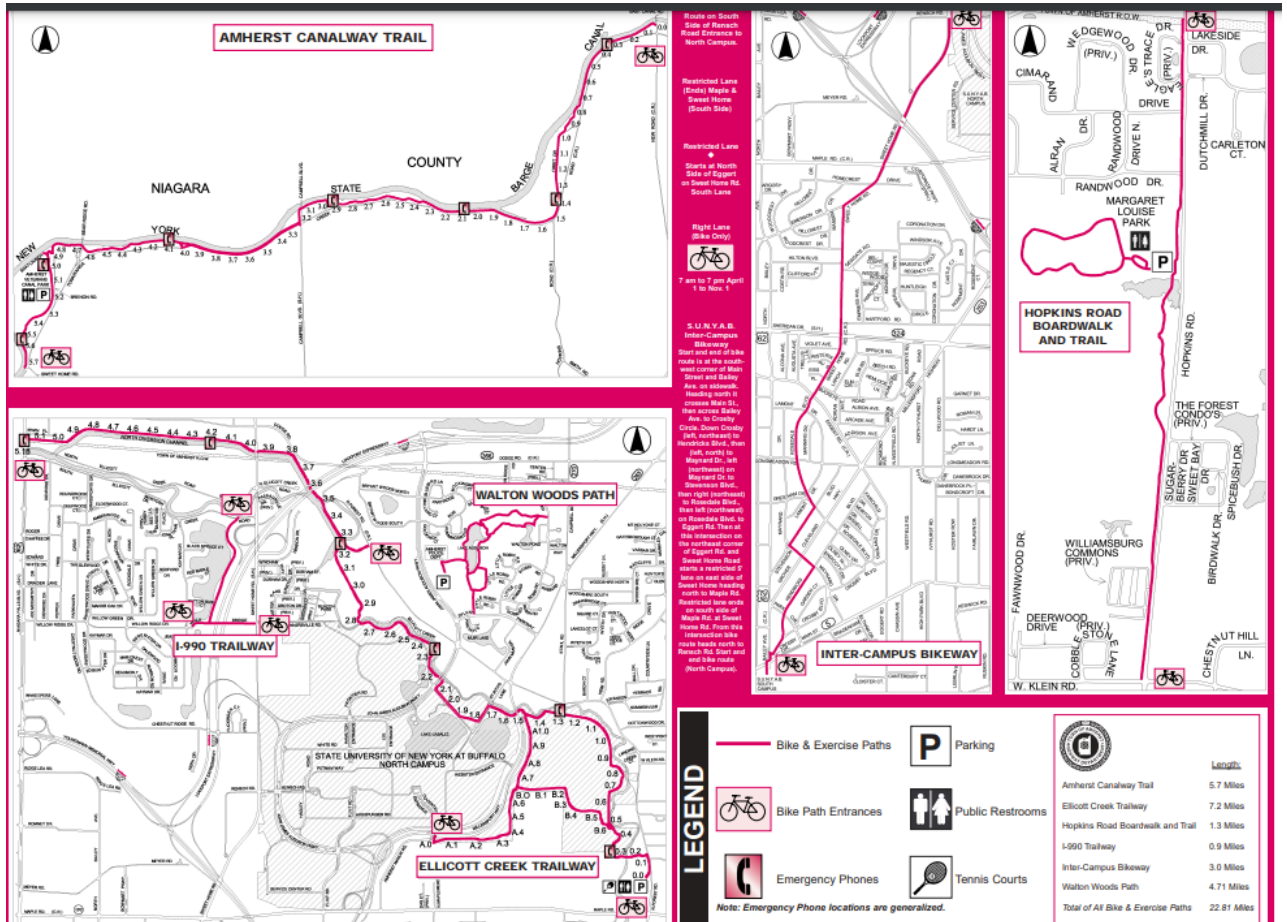
INTRODUCTION / EXISTING CONDITIONS:

The Town of Amherst has 22.81 miles of bike & exercise paths within its boundaries. The Town of Amherst Parks Department, which is a part of the Amherst Highway Department, maintains all of these bike and exercise paths. Maintenance needs involve the repair of sidewalk slabs or asphalt path segments by grinding or crack filling and patching. In some cases, the only solution is to replace sidewalks or resurface paths. Generally, when surface conditions degrade to a point where tripping hazards exist making routes inaccessible, updates and improvements are needed to make these areas safe and ADA compliant, while improving the overall parks experience for the residents of the Town of Amherst.

PROPOSED SCOPE:

The scope of this project includes the repair and/or replacement of various concrete and paved pathways on the Ellicott Creek and Tonawanda Creek bike paths, as depicted in the Project Location map below. If funding allows, additional work may be completed on other sections of the pathways.

It is anticipated that work will begin in 2023, and continue into 2024. The project will be bonded against the Town of Amherst General Fund at a total project cost of \$200,000. The scope of this project will have a period of probable usefulness of a minimum of 15 years.

PROPOSED PROJECT LOCATION:**FINANCIAL SUMMARY:**

Reconstruction of Town Bike Paths:	\$199,000.00
Legal/Admin Fees:	<u>\$1,000.00</u>
Amount to be Bonded	\$200,000.00

TAXATION SUMMARY:

Total Bond Amount:	\$200,000.00	General Fund
Bond Term:	15 Years	
Annual Tax Impact:	\$0.0017 per \$1000 AV	
Typical Property Tax Impact:	\$0.4197 per \$250,000 property	

SEQR:

See attached determination from the Amherst Planning Department.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27272

RESOLUTION 2023-278

ROLL CALL VOTE (ADOPTED)

Townwide Tree Planting and Restoration (Bond Resolution - \$200,000)

AGENDA ITEM : MARCH 20TH, 2023

TO: Town Board

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

DATE: March 15, 2023

RE: Townwide Tree Planting and Restoration
 2023-2028 C.I.P. - Project No. H-7
 Bond Resolution - \$200,000

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 \$200,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb

Attachments

c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - March 20, 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*)
 Dominic N. Creamer, General Crew Chief (*w/attachments*)

3/20/2023

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 - \$200,000

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 Dire

Transmitted electronically

MEMORANDUM

February 23, 2022

TO: Dominic N. Creamer, General Crew Chief
Highway Department

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

RE: SEQR Determination
Town-wide Tree Planting and Restoration
2023-2028 C.I.P. Project H-7

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)\3_23_2023_H-7_Town_wide Tree Planting _Restoration.docx

CC:

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

Attachment: SEQR H-7 (RES-2023-278 : Townwide Tree Planting and Restoration (Bond Resolution - \$200,000))

EXTRACT OF MINUTES
 Meeting of the Town Board of the
 Town of Amherst, in the
 County of Erie, New York
 March 20, 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 20, 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: CertifiedBondReso (RES-2023-278 : Townwide Tree Planting and Restoration (Bond Resolution - \$200,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MARCH 20, 2023, AUTHORIZING TOWN-WIDE TREE PLANTING AND RESTORATION, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$200,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$200,000 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 tree planting and restoration as described in the map, plan and report dated February 2023 and prepared by the Town Highway Department (2023-2028 Capital Improvement Program Project H-7). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$200,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of \$200,000 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 \$200,000 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 class of objects or purposes for which said bonds are authorized to be issued, within the limitations of Section Sections 11.00 a. 57(1st) of the Law, is five (5) years.

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

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

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

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

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

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

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

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

Section 7. This bond resolution shall take effect immediately, and the Town Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the

“Amherst Bee,” a newspaper having a general circulation within said Town and hereby designated as the official newspaper of the Town for such publication.

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

AYES:

NOES:

The resolution was declared adopted.

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 20, 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: CertifiedBondReso (RES-2023-278 : Townwide Tree Planting and Restoration (Bond Resolution - \$200,000))



Town of Amherst Highway Department

Town-Wide Tree Planting & Restoration *2023 - 2028 C.I.P. Project H-7*

Map, Plan & Report
February 2023

CONTENTS:

- Approved 2023 - 2027 C.I.P. Project H-7
- Introductions / Existing Conditions
- Proposed Scope
- Financial / Taxation Summary
- SEQR Determination

Prepared by
Town of Amherst Highway Department
1042 North Forest Rd.
Williamsville, NY 14221
(716) 631-7117

TOWN OF AMHERST

Town-wide Tree Planting & Restoration

APPROVED 2023-2028 CIP PROJECT H-7

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

Highway Department

Recommended Schedule (X \$1,000)

Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	Total Cost
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

INTRODUCTION / EXISTING CONDITIONS:

The Town of Amherst Parks Department, which is a part of the Amherst Highway Department, maintains all of the Town owned trees located on the Town of Amherst right of ways (ROW) in Town parks and recreational areas, and on Town owned properties. Due to various unforeseen diseases associated with our tree population, budget restraints, the town continues to struggle to keep up with the demand to continue the town of Amherst tree population.

PROPOSED SCOPE:

In order to address the ongoing deterioration of existing trees on town right of ways and properties, these funds will be used for tree plantings throughout the Town. It is anticipated that all of the above referenced activities will be completed by the end of 2023. Planting may continue into 2024 if planting is not able to be completed in 2022 due to unforeseen circumstances.

The above project will be bonded against the Town of Amherst General Fund at a *total project cost* of \$200,000. The scope of this project will have a period of probable usefulness of a minimum of 5 years.

FINANCIAL SUMMARY:

Park Improvements:	\$199,000.00
Lega/Admin Fees:	<u>\$1,000.00</u>
Total Project	\$200,000.00

TAXATION SUMMARY:

Total Bond Amount:	\$200,000.00 General Fund
Bond Term:	15 Years
Annual Tax Impact:	\$0.0017 per \$1000 AV
Typical Property Tax Impact:	\$0.4197 per \$250,000 property

SEQR:

See attached determination from the Amherst Planning Department.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27284

RESOLUTION 2023-279

ADOPTED

Request for Public Hearing - 2023 Waterline Replacements (Bond Resolution - \$950,000)

AGENDA ITEM : MARCH 20TH, 2023

TO: Town Board

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

DATE: March 15, 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 April 17, 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 20, 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)*

3/20/2023

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 20th 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
 APRIL 17, 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 17th day of April, 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 20, 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 20th 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 20th day of March, 2023.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst



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.3.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

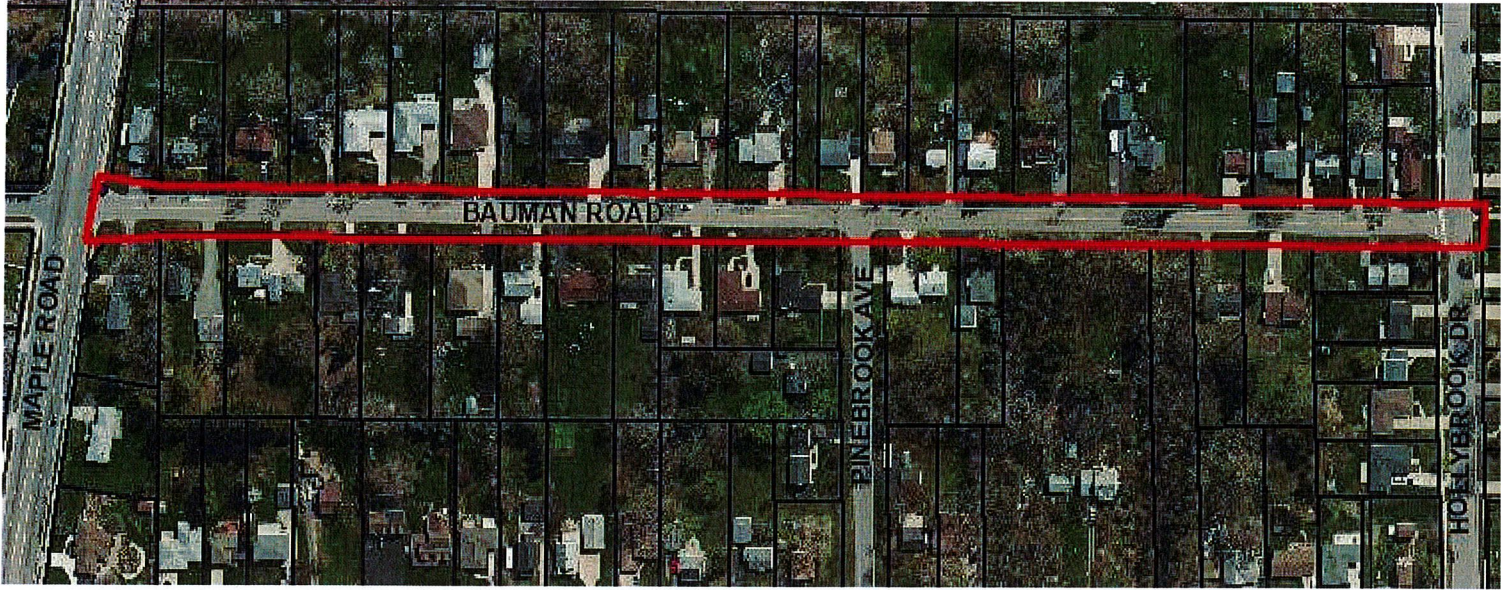


EXHIBIT 1: BAUMAN ROAD

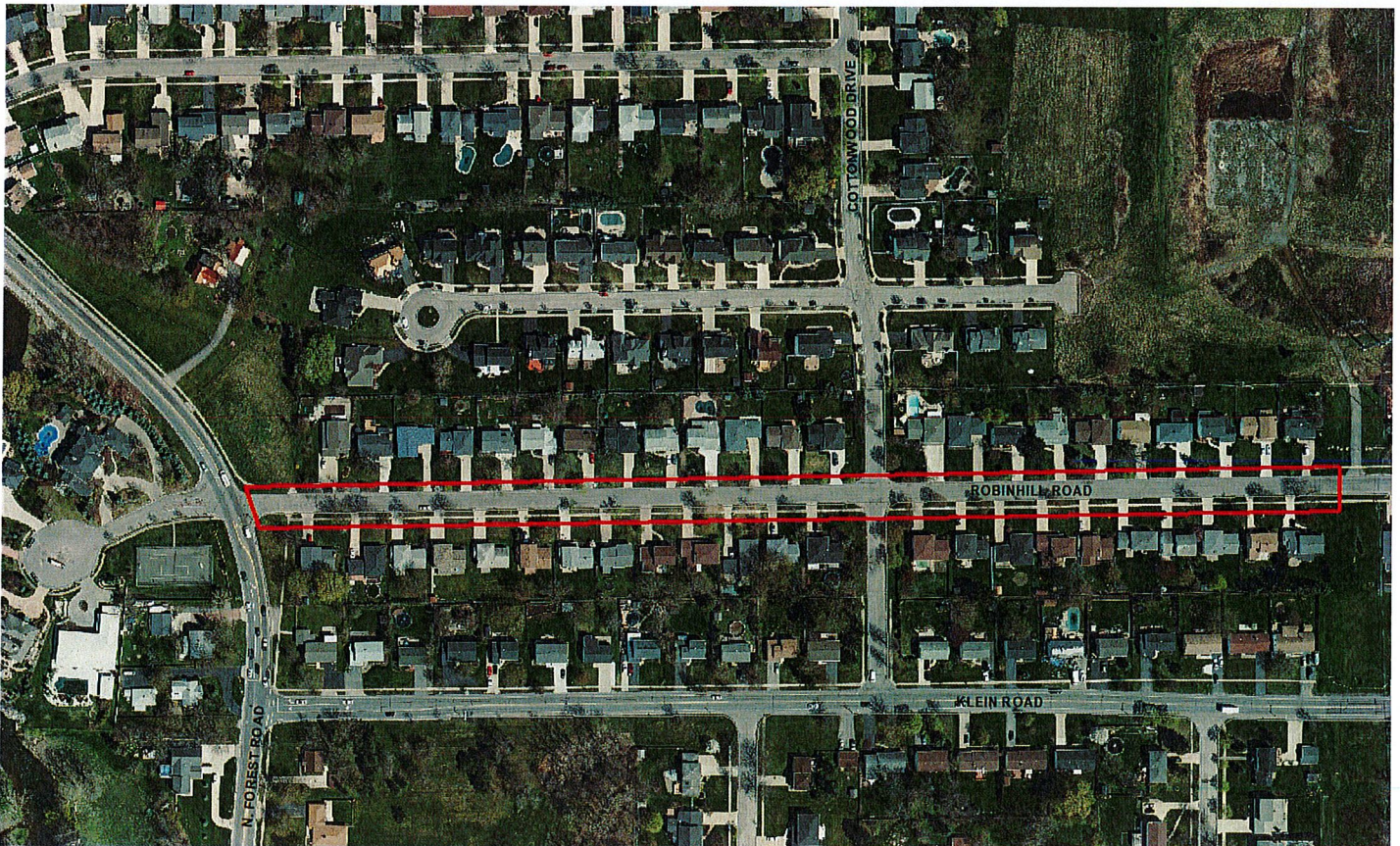


EXHIBIT 2: ROBINHILL ROAD

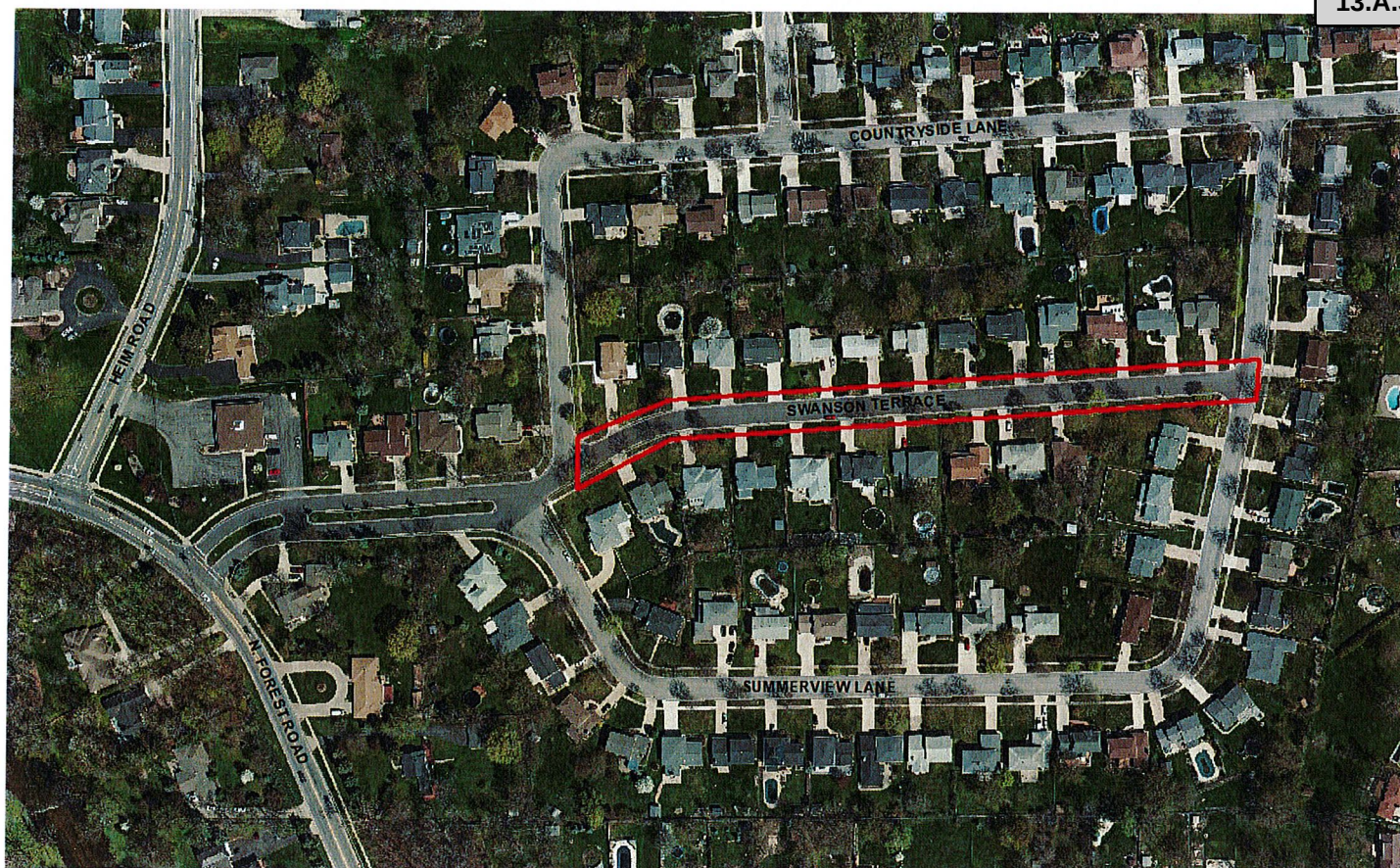


EXHIBIT 3: SWANSON TERRACE



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27290

RESOLUTION 2023-280

ADOPTED

Request for Public Hearing - Amending Chapter 203, Part 1 - General Provisions

AGENDA ITEM : MARCH 20th, 2023

TO: Town Board

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

DATE: March 15, 2023

RE: Request For Public Hearing
 A Local Law Amending Chapter 203 of the Town of Amherst, Part 1,
 General Provisions, To Add A New Section, 1-13, To Exclude Certain
 Public Uses

Kindly adopt a resolution to set a Public Hearing for April 17, 2023 at 7:00 p.m. to adopt the above entitled Local Law.

The final version of this Local Law will be distributed to the Town Board at least seven (7) days before the public hearing as required by law.

Thank you.

MAP:nmb

c: Tim Koller, Deputy Town Clerk
 (w/attachment, **Agenda Item : March 20, 2023**)

3/20/2023

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: 03/20/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27275

RESOLUTION 2023-281

ADOPTED

2022 Service Award Lists - Authorize Mandatory 30-Day Posting Period

AGENDA ITEM : MARCH 20th, 2023

TO: Town Board

FROM: Martin A. Polowy, Esq. Town Attorney

DATE: March 15, 2023

RE: 2022 Service Award Program
 *East Amherst Fire Department
 *Ellicott Creek Volunteer Fire Company, Inc.
 *Getzville Fire Company, Inc.
 *Main Transit Fire Department, Inc.
 *North Amherst Fire Company
 *North Bailey Fire Company, Inc.
 *Swormville Fire Company, Inc.

Kindly adopt the following resolution:

RESOLVED, the Town Board authorizes the posting of the above-referenced fire company lists in their respective fire halls for the mandatory period of thirty (30) days.

Thank you.

MAP:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item - March 20, 2023**)

3/20/2023

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: 03/20/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27273

RESOLUTION 2023-282

ADOPTED

Issuance of Right-Of-Way Work Permit - Shatkin Dental (CRS #3909)

AGENDA ITEM : MARCH 20TH, 2023

TO: Town Board

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

DATE: March 15, 2023

RE: Issuance of Right-of-Way Work Permit
 From Town of Amherst To Shatkin Land Development, LLC
 (CRS #3909)

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

WHEREAS, pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law, based on Short Environmental Assessment Form (EAF) and staff analysis, when comparing the criteria listed in Section 617.5(b), it is determined that this action is classified as a Type II Action under SEQR and no additional environmental work is required;

THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute the attached permit 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 20, 2023**)

3/20/2023

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

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



TOWN OF AMHERST PLANNING DEPARTMENT

STATE ENVIRONMENTAL QUALITY REVIEW (SEQR)

Classification as Type II Action

Based upon the application and any additional information submitted by the applicant, it has been determined that the following action is a Type II Action under 6 NYCRR Part 617 (SEQR) and no additional environmental review is required.

PROJECT: Right-of-Way Work Permit – Ridgewood Drive

LOCATION: Ridgewood Drive (portion of)

SPONSOR: Amherst Town Board

ACTION:

Issuance of the Right-of-Way Work Permit and Addendum to allow Phillips Brothers/Shatkin Dental to construct improvements in ROW for parking use. Town Board Action is classified as a Type II Action per: §617.5(b)

(5) repaving of existing highways not involving the addition of new travel lanes;

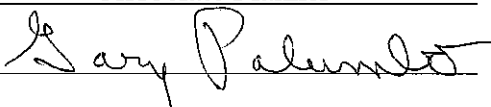
(6) street openings and right-of-way openings for the purpose of repair or maintenance of existing utility facilities;

(25) official acts of a ministerial nature involving no exercise of discretion, including building permits and historic preservation permits where issuance is predicated solely on the applicant's compliance or noncompliance with the relevant local building or preservation code(s); and

(32) license, lease and permit renewals, or transfers of ownership thereof, where there will be no material change in permit conditions or the scope of permitted activities.

Responsible Officer: Gary Palumbo, AICP

Title: Associate Planner

Signature: 

Date: February 7, 2023

TOWN OF AMHERST RIGHT-OF-WAY WORK PERMIT

THIS RIGHT-OF-WAY WORK PERMIT (“Permit”) is issued by the **Town of Amherst** (“Town”) to **Shatkin Land Development LLC** (“Shatkin” or “Permittee”) for work on a Town of Amherst right-of-way described as follows:

All of that right of way of Ridgewood Drive being 60 feet in width, as shown on the attached Site Plan attached hereto as Schedule A (the “Right of Way” or “R.O.W.”).

All plans and other documents submitted by Permittee to the Town’s Engineering Department (“Department”) or subsequently approved by the Department are a part of, and are incorporated into, this Permit.

Permittee agrees to the following conditions, requirements, and obligations.

1. This Permit shall terminate automatically if the Shatkin School of Dentistry is not approved by New York State Department of Education to be located at 2525 Kensington Avenue, Amherst, New York by December 31, 2024.

2. Permittee shall engage, at its sole discretion, cost and expense, the professionals, engineers, tradesmen, contractors, and suppliers necessary and convenient to complete the work contemplated by the Plans as provided for in this Permit.

3. All work on the right-of-way shall be according to plans and specifications prepared by Stieglitz Snyder Architecture (“Consultant”) and subject to the written approval of the Department (“Plans”). No modifications will be made to the Plans without the express written approval of the Department. Permittee shall designate and engage such contractors as it may determine are necessary to perform the work at its sole cost and expense, subject to the terms and conditions of this Permit.

It is understood that alterations to the Plans may be necessary to meet unforeseen field conditions or to provide for inadvertent errors or omissions. These alterations will be made by

Permittee, subject to the approval of and to the satisfaction of the Department. The intent of this requirement is not to alter the scope of the work as approved by the Department, but to provide flexibility to make alterations, additions, and subtractions necessary to complete the work within the original intent and scope of the Plans.

4. Permittee shall defend, indemnify and hold harmless Town, the Department, and all employees or officers of the Town, from and against any and all actual or threatened claims, demands, causes of actions, suits, proceedings, damages, including attorney fees, and all other reasonable costs and expenses associated with the defense of the Town, the Department, and all employees or officers of the Town, including costs of investigation, arising out of, in connection with or incurred in defense of any claim, proceeding, or action brought (each, a “claim”) arising from Permittee’s, or their employees’, agents’, contractors’, or consultants’ activities pursuant to this Permit.

5. Permittee shall procure and maintain insurance at all times during the term of this Permit, without cost to the Town, for liability arising from operations under this Permit in such manner as shall be reasonably acceptable to the Town Attorney, Workers’ Compensation and Employers Liability and Disability Coverage in at least the minimum amounts required by statute, Commercial General Liability insurance in the amount of at least \$2,000,000 per occurrence for personal injury and advertising injury, at least \$4,000,000 aggregate, with umbrella coverage of \$5,000,000 with the Town added as an additional insured on a primary and non-contributory basis to protect Town from against any and all claims, demands and cause of actions, arising by reason of any activities engaged in by Permittee and their employees, agents, consultants, contractors, subcontractors, guests, visitors, invitees or third party users of the Right of Way Area. No activities in the use of the Right of Way using this Permit by Permittee or its employees, agents, consultants, contractors, or subcontractors shall commence until an appropriate certificate of insurance complying with the terms and conditions in this Section has been provided by Permittee to and approved by the Town Department of Law. Permittee shall require in any contract with the Consultant and its other consultants and contractors that such parties shall indemnify and hold harmless the Town in the same manner as the Permittee is obligated to the Town.

6. All authority granted by this Permit relates solely to that authority within the discretion of the Town. All other permits and approvals required for the project shall be the responsibility of the Permittee. There shall be no liability or obligation placed upon the Town or Department with respect to such other requirements.

7. This Permit shall not be construed as conveying to Permittee or to any other person, the right to enter upon or trespass upon the lands of parties not party to this agreement for any purpose, nor shall this Permit be construed as authorizing the impairment of any rights, title, or interest in real or personal property held or vested in parties not a party to this Permit. Following execution of this Permit, but prior to completion of the work, the Town will take steps necessary to alter existing parking restrictions on the right-of-way to meet the intent of this Permit.

8. In the event that Permittee fails to comply with the terms of the Permit, the Town has the right to cancel this approval at any time. The Town may decide to continue, rescind, or modify this Permit in its discretion.

9. Permittee shall retain, at its own cost, the services of the Consultant, to inspect and monitor the work performed under the Permit. The Consultant shall monitor the work of Permittee and Permittee's contractors to ensure that the work performed under the permit is done in accordance with the plans, and all other requirements of this Permit. As necessary, the Consultant will inform, orally and in writing, Permittee and the Department of deficiencies in workmanship, material quality, maintenance and protection of traffic, safety, etc. Failure of Permittee to properly respond to a notice of deficiency shall be deemed a breach of the Permit, and shall be grounds for denial of the Department's approval of the entire work or portions of the work under the Permit. Inspection of the work by the Consultant shall not relieve Permittee of responsibility for compliance with all of the conditions of the permit.

The Department reserves the right to inspect the work for compliance with Federal, State or local laws, ordinances and regulations, but is under no obligation to perform such inspections and assumes no responsibility for lack of any compliance on the part of Permittee's contractors. If the

Department determines that there are serious or persistent violations of applicable Federal, State or local laws, ordinances and regulations in the work of this Permit, the Department may issue a stop-work order, and all Permit work will cease immediately. In addition, the Permit may be revoked if the safety issues are not resolved to the Department's satisfaction.

10. All work performed by Permittee shall be at no cost to the Town. If costs are incurred by the Department, the Department will bill Permittee monthly, and Permittee agrees to pay all such bills within 30 calendar days of the billing date. Failure to pay such bills promptly shall be deemed a breach of the Permit.

11. Prior to the intended commencement of work, Permittee shall develop a schedule from the contractors' work programs for the accomplishment of all work authorized by the Permit and shall submit this schedule to the Consultant and the Department for informational purposes. Permittee shall promptly notify the Consultant and the Department of any changes to the schedule.

12. Permittee shall designate in writing to the Department the contractors' on-site persons who will be responsible for all construction activities covered by this Permit, and shall immediately notify the Consultant and the Department in writing if there is any change of the person so designated. Permittee shall also designate one or more persons as emergency contacts and shall establish an emergency telephone list. This list shall be kept current by Permittee and shall be provided to the Consultant, to the Department, and to local public safety agencies.

13. Prior to the commencement of work Permittee shall arrange a pre-construction meeting with Town and Department staff, the Consultant, Permittee, and Permittee's contractors. The purpose of this meeting is to ensure that there is a clear understanding, especially on the part of the Contractors and Consultant, of the requirements imposed by the terms and conditions of the Permit.

14. Prevailing wage and supplement requirements of Article 8 of the New York Labor Law shall be complied with by Permittee as if the work were being

performed by the Department. Permittee shall request, through the Department, that prevailing wage and supplement determination(s) be made for such work. All provisions of the Labor Law relating to monitoring, compliance, and enforcement of prevailing wage and supplement rates shall be applicable as if the work were being performed by or for the Department.

15. Permittee acknowledges and agrees that Town has not made any representation or warranty whatsoever, either express or implied (including, without limitation, any implied warranty of habitability or fitness for a particular purpose), respecting the condition of the Right of Way and, Town has not made any promise to alter, remodel or improve the Right of Way for Permittee's use, nor to give any allowance or other concession to Permittee on account thereof.

16. Upon substantial completion of the work described in the Plans, as modified from time to time as provided for by this Permit, the attached Addendum, which describes the rights and obligations of Permittee and its Town with respect to the use and maintenance of the Right of Way upon completion of such work, shall become effective.

TOWN OF AMHERST

BY: _____

Title: _____

Dated: _____

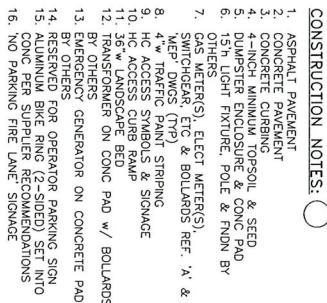
ACCEPTED:

SHATKIN LAND DEVELOPMENT LLC

BY: _____

Dated: _____

SCHEDULE A
Site Plan



Schedule A

SCHEDULE B
Addendum

ADDENDUM TO TOWN OF AMHERST RIGHT-OF-WAY WORK PERMIT

This Agreement is made as of the ____ day of _____, by and between the Town of Amherst, (“Town”), Shatkin Land Development LLC (“Shatkin”), and Phillips Bros Supply Inc. (“Phillips”)

WHEREAS, the Town has granted a permit to Shatkin pursuant to a Right of Way Permit (the “Permit”) of even date herewith, which this Agreement is appended to and made a part thereof, for the purpose of permitting Shatkin to make certain improvements as described in the Permit (the “Improvements”) to Town Right of Way as provided for therein in connection with improvements being made by Shatkin and Phillips to the parcel and building owned by Phillips located at 2525 Kensington Avenue, Amherst New York, and being leased in part to Shatkin, which real estate is described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, these changes will increase the traffic and number of public parking spaces permitted on that portion of Ridgewood Drive which is the subject of the Permit (the “Right of Way”); and

WHEREAS, the Town requires that Shatkin and Phillips maintain and repair the Improvements; and

WHEREAS, the Town wishes to accept the Improvements and services provided within or on Town property or Right of Way.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the sufficiency of which is acknowledged, the parties agree as follows.

1. Shatkin and Phillips, or such agents or contractors as Shatkin and Phillips may designate in their sole discretion, shall have the obligation, to maintain, repair, or replace, for the term of this Agreement, the improvements installed pursuant to the Permit (the “Improvements”).

2. Shatkin and Phillips shall have the obligation to provide snowplowing services for the Improvements and the Right of Way during the term of this Agreement at its sole cost and expense.

3. Shatkin and Phillips may, at their sole cost, expense and discretion and subject to the written approval of the Town, which approval shall not be unreasonably withheld,

permanently remove or add to the Improvements installed pursuant to the Permit, and when installed shall be deemed to be part of the Improvements. This section shall not be deemed as applicable to the replacement of improvements or to the normal planting and replanting of landscaping.

4. The Town shall not remove, replace, alter or discontinue any of the Improvements which are the subject of this Agreement or the Permit, for the term of this Agreement. The Town shall take reasonable care to not damage, disrupt or interfere with the reasonable condition and operation of the improvements which are the subject of this Agreement and the Permit.

5. Shatkin's and Phillips' rights under this Agreement are contingent upon Shatkin and Phillips maintaining insurance in form and amount reasonably acceptable to the Town which insurance provides for the Town to be an additional insured with respect to such insurance policies and further contingent upon the Donor performing the activities on a consistent and continuing basis.

6. Shatkin and Phillips shall defend, indemnify and hold harmless the Town, its agents, employees and officers from and against any and all liability of whatsoever kind which may arise out of the negligence or willful misconduct by Shatkin and Phillips in the performance of the terms and conditions of this Agreement or in the use of the Right of Way by their employees, officers, contractors, invitees, visitors, guests or third parties.

7. Nothing contained in this Agreement shall be deemed to create any agency, employment or independent contractor relationship between the parties hereto.

8. Nothing contained in this Agreement shall be deemed to give Shatkin and/or Phillips exclusive rights to the use of the Improvements. The parties agree that parking on the improvements shall be available to the general public. Such parking may be limited by section by section 186-3 of Chapter 186 of the Code of the Town of Amherst.

8. This Agreement shall be effective immediately upon delivery to and acceptance by the Town of the Improvements described in the Plans as provided for in the Permit and continue for a period of twenty (20) years thereafter. This Agreement may be terminated by Shatkin and Phillips on thirty (30) days written notice to the Town if the Shatkin School of Dentistry is not located at 2525 Kensington Avenue, Amherst, New York. This Agreement shall

terminate automatically if the Shatkin School of Dentistry is not located at 2525 Kensington Avenue, Amherst, New York by December 31, 2027.

10. Solely during the term of this Agreement, the terms and conditions of this Agreement shall be deemed covenants running with the land described in Exhibit A attached hereto and incorporated herein.

11. Shatkin and Phillips may not assign or in any other manner transfer or encumber this Agreement or Shatkin's and Phillips' rights hereunder, without the express prior written consent of the Town. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns.

12. This Agreement may not be amended, terminated or modified except by written instrument duly executed by all of the parties hereto.

13. Any written notice required by this Agreement shall be delivered to the following addresses:

For the Town to:

Town Supervisor
5583 Main Street
Williamsville, NY 14221

With a copy to:
Town Attorney
5582 Main Street
Williamsville, NY 14221

For the Shatkin Land Development LLC to:

Shatkin Land Development LLC
2495 Kensington Avenue
Amherst, NY 14226

For Phillips Bros Supply Inc. to

Phillips Bros Supply Inc.
252 Kensington Avenue
Amherst, NY 14226

IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the day and year first above written.

TOWN OF AMHERST

By: _____

SHATKIN LAND DEVELOPMENT LLC

By: _____

PHILLIPS BROS SUPPLY INC.

By: _____

Attachment: ShatkinDental.ROWPermit-03132023114452 (RES-2023-282 : Issuance of Right-Of-Way Work Permit - Shatkin Dental (CRS# 3909))

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

On the ____ day of _____, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or other person upon behalf of which the individual acted, executed the instrument.

 Notary Public

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

On the ____ day of _____, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or other person upon behalf of which the individual acted, executed the instrument.

 Notary Public

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

On the ____ day of _____, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or other person upon behalf of which the individual acted, executed the instrument.

 Notary Public

EXHIBIT A
Metes and bounds description of 2525 Kensington

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 28, Township 12, Range 7 of the Holland Land Company's Survey, and further distinguished as being Subdivision Lots 196 through 203 inclusive, 211 through 216 inclusive, parts of Subdivision Lots 204, 208, 209 and 210, and a discontinued alley, all as shown on Map filed in the Erie County Clerk's Office under Cover No. 1374, and more particularly bounded and described as follows:

BEGINNING at the point of intersection of the southeast line of Kensington Avenue (99' wide) and the northeast line of Bentham Parkway (60' wide); running thence southeasterly along said northeast line of Bentham Parkway a distance of 120 feet to a point of curvature; thence continuing along the northeast line of Bentham Parkway on a curve to the right having a radius of 551.671 feet to a point of reverse curvature, the chord distance from the prior point to said point of reverse curvature being 151.42 feet; thence continuing along the south line of Subdivision Lot 196 on a curve to the left having a radius of 25.807 feet to a point of tangency on the southwest line of Ridgewood Drive, the chord distance from the prior point to said point of tangency being 48.03 feet; running thence north along the west line of Ridgewood Drive a distance of 280.01 feet to a point; running thence west at a right angle from said west line of Ridgewood Drive a distance of 178.78 feet to a point in the southeast line of Kensington Avenue; running thence southwest along the southeast line of Kensington Avenue a distance of 165.18 feet to the point or place of beginning, consisting of approximately 1.228 acres.

Together with the benefits and subject to the burdens of all easements, agreements, rights of way and restrictions of record.


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Nicole M. Burroughs**
 Co-Sponsored by:

DOC ID: 27302 A

RESOLUTION 2023-283
WITHDRAWN

License Agreement - 187 Boxelder Lane (Clark) (CRS# 3919)

AGENDA ITEM : MARCH 20TH, 2023

TO: Town Board

FROM: Nicole M. Burroughs, Senior Paralegal

DATE: March 15, 2023

RE: Request for License Agreement (CRS# 3919)
 Construction and Installation of Fence and Shed
 Property Located At:
 187 Boxelder Lane, Amherst, New York 14228

The owner of the above-referenced property is seeking permission to construct and install fence and shed that would encroach into an existing Town-owned easement, the details and stipulations of which are more fully described in the attached License Agreement.

This request was reviewed and approved by the Highway Department.

Thus, kindly adopt the following resolution:

RESOLVED, the Town Board authorizes the Supervisor to execute the attached License Agreement, pending successful completion of the Contract Routing System (CRS).

Thank you.

NMB:hs

Attachment

c: Tim Koller, Deputy Town Clerk
 (w/attachment, **Agenda Item : March 20, 2023**)
 Tim Lucey, General Crew Chief, Highway Department (w/attachment)

FINANCIAL IMPACT:

\$150.00 - Fee For License Agreement

\$80.00 - ECCO Filing Fee

A5010.02724 - \$230.00

RESULT:	WITHDRAWN
----------------	------------------

Return to: Town of Amherst
Attorney's Office
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST LICENSE AGREEMENT

THIS AGREEMENT, made as of this 20th day of March, 2023, between the Town of Amherst, a municipal corporation existing under and by virtue of the laws of the State of New York, having its principal office at 5583 Main Street, Williamsville, New York 14221, Party of the First Part hereinafter referred to as the "Town" and

Andrea J. Clark and Thomas P. Clark
187 Boxelder Lane
Amherst, New York 14228
SBL: 26.06-6-13

Parties of the Second Part hereinafter referred to as the "Owners."

WITNESSETH:

WHEREAS, the Owners are presently the owners of following described premises:

All of that tract or parcel of land situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 47, Township 13, Range 7 of the Holland Land Company Survey and according to a Map filed in the Erie County Clerk's Office under Map Cover No. 3333 is known as Subdivision Lot No. 35.

It is more commonly known as:

187 Boxelder Lane
Amherst, New York 14228
SBL: 26.06-6-13

WHEREAS, the Town became the holder of a Public Drainage Easement and Public Utility Easement as shown on the Subdivision Map filed in the Erie County Clerk's Office under Cover No. 3333. Said public drainage easement is shown on the survey attached hereto as Exhibit "A;"

WHEREAS, the Owners are desirous of utilizing a portion of the aforementioned easement areas:

TBA : 3.20.2023
Address : 187 Boxelder Lane
Owner Name : Clark

Attachment: License Agreement (RES-2023-283 : License Agreement - 187 Boxelder Lane (Clark) (CRS# 3919))

To construct and install a fence and shed that will encroach into the public drainage easement and public utility easement;

as shown on the survey labeled Exhibit "A." Said fence and shed are to be constructed in accordance with the guidelines above and as more fully detailed on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the intended use as hereinafter provided does not interfere with the municipal purpose of which said Public Drainage Easement and said Public Utility Easement were acquired.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) paid to the Town, the receipt whereof is hereby acknowledged, and the covenants and promises hereinafter set forth the parties agree as follows:

The Town does hereby grant to the Owners, his/her successors, distributees and assigns a license and/or privilege to install, maintain, and use a portion of the Public Drainage Easement area and Public Utility Easement area as shown on Exhibit "A," subject to the following conditions:

- a. There shall not be installed or placed devices, equipment or structures within the said easement area without prior approval of the Town;
- b. The use of said license in the Public Drainage Easement area and Public Utility Easement area shall not interfere or restrict the operation, maintenance, repair and/or reconstruction of the Public Drainage Facilities or Public Utility Facilities;
- c. If it becomes necessary to remove said encroachment(s) for the purpose of repair and/or reconstruction of the Public Drainage facilities or Public Utility facilities, the cost of the removal and reinstallation of said improvements shall be at the expense of the Owners, his/her successors, distributees and assigns.
- d. If at any time the Public Drainage facilities or Public Utility facilities are exposed, unearthed or damaged, the Town shall be promptly notified and allowed inspection of the easement areas.

TBA : 3.20.2023
Address : 187 Boxelder Lane
Owner Name : Clark

- e. Owners acknowledge and accept all consequences, including, but not limited to, damage to any and all structures, fixtures and/or assemblies that encroach into the easement area as a result of a high water event.

The Owners shall defend, indemnify and hold harmless the Town from any and all claims or causes of action arising out of the use and exercise of this agreement.

This Agreement shall commence on the 20th day of March, 2023 and shall automatically extend for one (1) year periods unless the same is cancelled as provided below:

Either party may cancel this Agreement by giving sixty (60) days written notice to the other of such cancellation and during said sixty (60) days cancellation shall remove said fence and shed and shall restore the area to the same condition that existed prior.

This Agreement shall ensure to the benefit of the parties, hereto, their successors, distributees, and assigns.

IN WITNESS WHEREOF, the parties to this Agreement have executed the same, the day and year first above written.

TOWN OF AMHERST

Brian J. Kulpa
Supervisor

PROPERTY OWNER

Andrea J. Clark

PROPERTY OWNER

Thomas J. Clark

TBA : 3.20.2023
Address : 187 Boxelder Lane
Owner Name : Clark

STATE OF NEW YORK }
 ERIE COUNTY }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 whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

STATE OF NEW YORK }
 ERIE COUNTY }SS:

On the ____ day of _____ in the year 2023 before me, the undersigned, personally appeared, **Andrea J. Clark**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

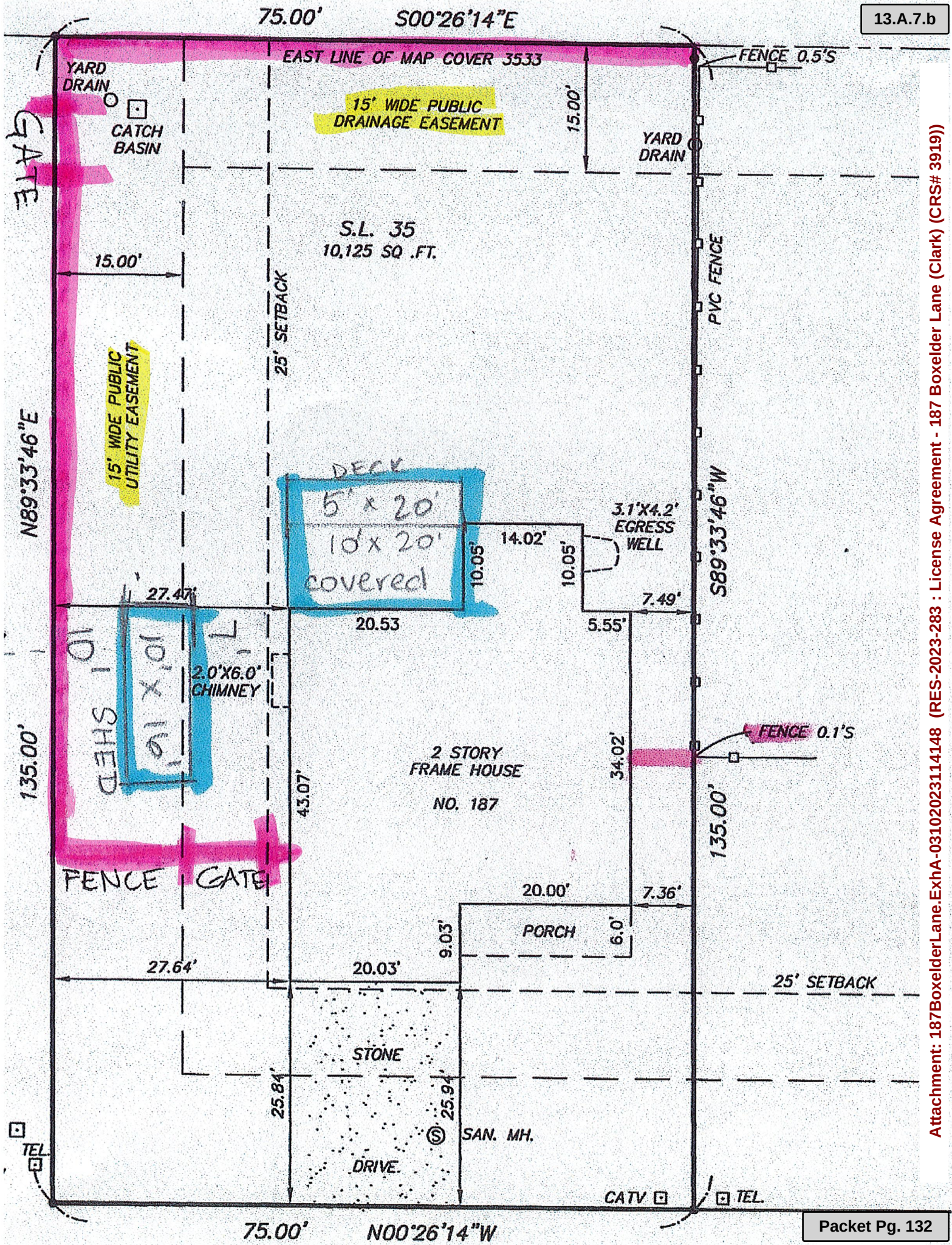
STATE OF NEW YORK }
 ERIE COUNTY }SS:

On the ____ day of _____ in the year 2023 before me, the undersigned, personally appeared, **Thomas J. Clark**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

TBA : 3.20.2023
 Address : 187 Boxelder Lane
 Owner Name : Clark

Attachment: LicenseAgreement (RES-2023-283 : License Agreement - 187 Boxelder Lane (Clark) (CRS# 3919))



Attachment: 187BoxelderLane.ExhA-03102023114148 (RES-2023-283 : License Agreement - 187 Boxelder Lane (Clark) (CRS# 3919))



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Samuel A Alba**
 Co-Sponsored by:

DOC ID: 27274

RESOLUTION 2023-284

ADOPTED

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

AGENDA ITEM : MARCH 20TH, 2023

TO: Town Board

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

DATE: March 15, 2023

RE: Settlement of Article 7 Matter
 HAH Holdings, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms

Attachment

c: Tim Koller, Deputy Town Clerk
 (w/attachment, **Agenda Item : March 20TH, 2023**)
 Emily Murphy, Town Assessor

3/20/2023

Consent

FINANCIAL IMPACT:

Assessment

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

At an IAS Term of the Supreme Court of the State of New York, held for the County of Erie, Buffalo, New York on the ____ day of _____, 2023.

PRESENT: HON. SHEILA A. DITULLIO

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE**

IN THE MATTER OF THE APPLICATION FOR REVIEW
UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW
OF A TAX ASSESSMENT BY HAH HOLDINGS LLC

**CONSENT ORDER
AND JUDGMENT**

Petitioner,

-vs.-

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 5459-5461 Main St in the said Town of Amherst
for the 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 and
2022-23 Tax Years.

Index Nos.:
810319/2017
811328/2018
808905/2019
807869/2020
809674/2021
808308/2022

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 5459-5461 Main St (SBL #80.08-3-95) in the Town of Amherst, County of Erie and State of New York for the tax years 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23, and

WHEREAS these proceedings have duly come before an IAS Term of this Court, and Kavinoky Cook LLP, Ryan 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 #80.08-3-95 on the tax assessment roll of the Town of Amherst for the following tax years, have been and shall remain as follows:

Assessment Year	Assessment
2017-18	\$660,000
2018-19	\$660,000
2019-20	\$660,000
2020-21	\$660,000
2021-22	\$660,000
2022-23	\$660,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #80.08-3-95 shall be based on a fair market value for the following tax years as follows:

Assessment Year	Fair Market Value
2023-24	\$825,000
2024-25	\$825,000
2025-26	\$825,000
2026-27	\$825,000

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 in the event of a revaluation or update that would otherwise permit a change of assessment for the 2023-24, 2024-25, 2025-26, and 2026-27 assessment years absent the foregoing waiver of said Subsection 2(a) and/or Subsection 2(b), the assessment for said assessment year shall be set using a fair market value of \$825,000, and it is further

STIPULATED, ORDERED and ADJUDGED, that in the event that the Assessor for the Town of Amherst assesses SBL #80.08-3-95 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 White, Esq.
Attorneys for Petitioner
726 Exchange Street, Suite 800
Buffalo, New York 14210

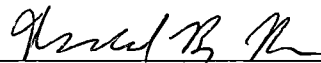
AMHERST TOWN ATTORNEY

Dated: _____

By: _____
Samuel A. Alba, Esq.
Respondent, Town of Amherst
5583 Main Street
Williamsville, New York 14221

HODGSON RUSS LLP

Dated: 3/8/23

By: 
Michael B. Risman, Esq.
Attorneys for Intervenor-Respondent,
Williamsville Central School District
140 Pearl Street, Suite 100
Buffalo, New York 14202-4040

SO ORDERED:

HON. SHEILA A. DITULLIO

ENTER:



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Samuel A Alba**
 Co-Sponsored by:

DOC ID: 27277

RESOLUTION 2023-285

ADOPTED

Settlement of Article 7 Matter - 2900 Commerce Parkway V. Town of Amherst

AGENDA ITEM : MARCH 20TH, 2023

TO: Town Board

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

DATE: March 15, 2023

RE: Settlement of Article 7 Matter
 2900 Commerce Parkway 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 20TH, 2023**)
 Emily Murphy, Town Assessor

3/20/2023

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. TIMOTHY WALKER

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 2900 COMMERCE
 PARKWAY

**CONSENT ORDER
 AND JUDGMENT**

Petitioner,

-vs.-

Index No.:
808040/2022

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 9590 Transit Road in the said Town of Amherst for
 the 2022-23 Tax Year.

WHEREAS Petitioner has heretofore commenced the within proceedings under Article 7 of the Real Property Tax Law to review the assessment of a certain parcel of real property located at and known as 9590 Transit Road (SBL #29.17-1-67./a) in the Town of Amherst, County of Erie and State of New York for the tax year 2022-23, and

WHEREAS this proceeding has duly come before an IAS Term of this Court, and Kavinoky Cook LLP, Scott C. Becker, Esq., of counsel, having appeared for the Petitioner, Samuel A. Alba, Esq., Town of Amherst Counsel, having appeared for the Respondent Town of Amherst, and Hodgson Russ LLP, Michael B. Risman, Esq., of Counsel, having appeared for the Intervenor-

Respondents Williamsville Central School District, and the parties having agreed to a settlement of this proceeding, it is hereby

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #29.17-1-67./a on the tax assessment roll of the Town of Amherst for the following tax year, has been and shall remain as follows:

Assessment Year	Assessment
2022-23	\$830,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #29.17-1-67./a on the tax assessment roll of the Town of Amherst for the following tax year, shall be as follows:

Assessment Year	Assessment
2023-24	\$650,000

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 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, and it is further

STIPULATED, ORDERED and ADJUDGED, that, in the event of a Town-wide revaluation,

the assessed valuation of SBL #29.17-1-67./a will be in an amount equal to \$650,000 divided by the Town's 2023 Final Equalization Rate; and it is further

STIPULATED, ORDERED and ADJUDGED, that in the event that the Assessor for the Town of Amherst assesses SBL #29.17-1-67./a 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: _____
Scott C. Becker, Esq.
Attorneys for Petitioners
726 Exchange Street, Suite 800
Buffalo, New York 14210

AMHERST TOWN ATTORNEY

Dated:

By: _____

Samuel A. Alba, Esq.
Respondent, Town of Amherst
 5583 Main Street
 Williamsville, New York 14221

HODGSON RUSS LLP

Dated: _____

By: _____

Michael B. Risan, Esq.
Attorneys for Intervenor-Respondent,
Williamsville Central School District
 140 Pearl Street, Suite 100
 Buffalo, New York 14202-4040

SO ORDERED:

 HON. TIMOTHY WALKER

ENTER:

4489/0037002/611386

Attachment: Consent OJ 9590 Transit (RES-2023-285 : Settlement of Article 7 Matter - 2900 Commerce Parkway V. Town of Amherst)



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Samuel A Alba**
 Co-Sponsored by:

DOC ID: 27291

RESOLUTION 2023-286

ADOPTED

Settlement of Article 7 Matter - 6333 Associates, LLC V. Town of Amherst

AGENDA ITEM : MARCH 20TH, 2023

TO: Town Board

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

DATE: March 15, 2023

RE: Settlement of Article 7 Matter
 6333 Associates, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

- (1) Settlement of the above matter as detailed in the attached Consent Order; and
- (2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms

Attachment

c: Tim Koller, Deputy Town Clerk
 (w/attachment, **Agenda Item : March 20TH, 2023**)
 Emily Murphy, Town Assessor

3/20/2023

Consent

FINANCIAL IMPACT:

Assessment

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

At a Special Term of the Supreme Court, Erie County,
held at Delaware Avenue, Buffalo, New York, on the
____ day of _____, 2023.

PRESENT: HON. DEBORAH A. CHIMES, J.S.C
STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION UNDER
ARTICLE 7 OF THE REAL PROPERTY TAX LAW
BY

6333 ASSOCIATES LLC,

Petitioner,

v.

CONSENT ORDER

Index No.: 808008/2022

TOWN OF AMHERST,

Respondent.

FOR REVIEW OF THE TAX ASSESSMENT OF CERTAIN
REAL PROPERTY IN THE SAID TOWN OF AMHERST

The above-entitled special proceedings involving real property tax certiorari for the
premises owned by Petitioner in the Town of Amherst, New York, known as:

Address

Section/Block/Lot

6333 Main Street

69.04-1-29

having progressed for trial, and negotiations for settlement having been conducted, and said
settlement having been approved and recommended by the Attorney for the Town of Amherst,
Attorney for the Williamsville Central School District and the Attorney for Petitioner, and it
further appearing that the assessment of premises in the Town of Amherst provides the basis for
the imposition of ad valorem taxes assessed by the Town of Amherst, the Williamsville Central
School District, and the County of Erie, it is hereby

ORDERED, STIPULATED, AND ADJUDGED that the property tax certiorari for the tax year 2022-2023 for the premises previously listed be discontinued and withdrawn without costs and allowances to either party as against the other, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax years 2023-2024, 2024-2025, 2025-2026 and 2026-2027 for the premises be set as follows:

<u>Address</u>	<u>Section/Block/Lot</u>	<u>Assessed Full Market Value</u>
6333 Main Street	69.04-1-29	\$2,500,000,

and it is further

ORDERED, STIPULATED, AND ADJUDGED that the provisions of Section 727 of the Real Property Tax Law shall apply to the aforementioned years. In the event of a revaluation or update within the period governed by Real Property Tax Law §727, the Assessor shall be permitted to adjust the assessment, but any such adjusted assessment shall not exceed the equalized full market value on the prior year's final assessment roll, and it is further

ORDERED, STIPULATED, AND ADJUDGED that said Petitioner in any instrument or agreement transferring any part or all of the subject property or any interest therein shall covenant with any grantee, transferee, and mortgagee and their respective distributees, successors and/or assigns that they shall be bound by the terms of this Consent Order and that such covenant shall be deemed to run with the land for the tax periods embraced by the terms thereof, and it is further

ORDERED, STIPULATED, AND ADJUDGED that in the event that the assessment is increased for any stated year at a level higher than provided herein when there has been no

assessable addition or improvement to the property, Petitioner retains the right to reinstate and reinstitute its Article 7 proceedings herein settled with respect to that parcel only, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the fiscal officers of Erie County, the Town of Amherst, Williamsville CSD, and any other taxing unit affected by the above assessment reductions shall apply such adjusted assessment and determine any overpayment of taxes, and in the event of overpayment, refund the overpayment with statutory interest within 45 days by official check payable to the order of Wolfgang & Weinmann, as attorneys and agents for Petitioner, accompanied by a calculation sheet, such attorneys to hold the proceeds as trust funds for appropriate distribution, and are to remain subject to the further jurisdiction of this Court relative to their attorney's lien pursuant to Judiciary Law Section 475, or in the event that any such tax payment has not been paid, issue corrected tax bills which reflect the proper reduced assessment for the property, with a copy of corrected tax bills sent to the attorneys for Petitioner, said corrected tax bills to be paid without interest or penalty if paid within 90 days of receipt of said corrected bills, and it is further

ORDERED, STIPULATED, AND ADJUDGED that this Court shall retain jurisdiction over this proceeding pending the expiration of the periods herein recited, and that all applications to enforce any or all of the terms of this Consent Order shall be brought by motion before this Court, and it is further

ORDERED, STIPULATED, AND ADJUDGED that Petitioner shall have the right to seek specific enforcement of this Order, Stipulation and Judgment by all means provided by law, and it is further

ORDERED, STIPULATED, AND ADJUDGED that this Order, Stipulation and Judgment hereby constitutes and represents the entire understanding and agreement amongst the parties, and the full settlement of the tax certiorari herein; there are no costs or disbursements awarded to, by or against any party, and upon compliance with the terms of this Order, Stipulation and Judgment, the proceedings herein shall be, and the same hereby are, settled and discontinued with prejudice.

Hon. Deborah A. Chimes, J.S.C.

DATED:

The parties consent to be bound by the terms of this Court Order by subscribing hereunto their names and legal authority:

FOR PETITIONER
6333 Associates LLC

FOR RESPONDENT
Town of Amherst

By: _____
Trevor P. Duffy, Esq.
Attorney for Petitioner

By: _____
Samuel A. Alba, Esq.
Attorney for Respondent

Date: _____

Date: _____

FOR PETITIONER
6333 Associates LLC

FOR INTERVENOR
Williamsville CSD

By: _____
Charles Niles
As Agent

By: _____
Michael B. Risman, Esq.
Attorney for Intervenor

Date: _____

Date: _____


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Francina J. Spoth**
 Co-Sponsored by:

DOC ID: 27257

RESOLUTION 2023-287
ADOPTED

Edmunds GovTech Tax Software Support Contract CRS #3899

Please authorize the Supervisor to sign the Annual Software & Support Agreement with Edmunds GovTech, for the Tax Collection System. This agreement is valid 1/1/23-12/31/23.

3/20/2023

Consent

FINANCIAL IMPACT:

\$7,623.00 A 1410 4000

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



Edmunds GovTech
301 Tilton Road
Northfield, NJ 08225

Thank you for your business!
Please contact us at
AR@Edmundsgovtech.com
with questions regarding this invoice.
Visit our support site
www.Edmundsgovtech.com

INVOICE

Invoice #: 23-IN1616
Invoice Date: 11/02/2022
Payment Terms: Net 30
Due Date: 12/02/2022

Description: 2023 Software
Maintenance

Attn: Accounts Payable
Amherst Town
5583 Main St.
Williamsville, NY 14221

QTY	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT	NOTES
1	3-RM-1253-5	Tax Collection & RPS - (01/01-12/31)	\$7623	\$7,623.00	Contract #: 22-1843
TOTAL:				\$7,623.00	
PAYMENTS/ CREDITS APPLIED:				\$0.00	
TOTAL AMOUNT DUE:				\$7,623.00	

Attachment: Edmunds Gov Tech-Tax Contract (RES-2023-287 : Edmunds GovTech Tax Software Support Contract CRS #3899)

Proven Solutions That Power Local Government



2023 MCSJ Software Support & License Agreement

To receive continued Application Software Support and MCSJ System upgrades from Edmunds GovTech (EGT), you must enter into this agreement.

1. Any defects in the EGT Application Software as determined by EGT will be corrected at no cost to the user, provided the said defect is not the result of misuse, operator error, or is beyond the original requirements of the system specifications.
2. EGT is responsible for providing software support under this agreement only for its proprietary application software. This includes all MCSJ licensed products. Support for third party products, i.e.; Microsoft Office, UCAARS, etc. are not covered under this agreement and all phone or on-site support is a billable service. Our minimum hourly rate is \$150 with at least one-half hour billable.
3. EGT proprietary end user documentation, FAQs, helpful hints, video tutorials and such are for client use only and not to be distributed.
4. Standard telephone support will be available from 8:00am to 5:00 pm EST, Monday through Friday excluding holidays.
5. Each user of EGT MCSJ software is required to have a high-speed connection. EGT will provide support, enhancements and instruction for our application software via the Internet. Lack of compliance that requires an onsite visit is billable at the rate of \$ 150 per hour for each person and reasonable travel expenses.
6. EGT's liability, damages or remedy on any claim shall not exceed the original cost of the EGT MCSJ software system. In no event shall EGT be held liable for consequential, incidental, indirect, special, punitive or exemplary damages, for loss, damage or expense directly or indirectly arising from the client's inability to use our products.
7. No action arising from use of EGT's MCSJ software systems may be commenced more than 1 year after the basis for such claim could reasonably have been discovered.
8. EGT reserves the right to withdraw without penalty any EGT application software package from coverage at our sole discretion upon one-hundred-twenty (120) days' notice.
9. This agreement must be signed and returned by December 31, 2022 for continued support. The effective date of this agreement is January 1, 2023 through December 31, 2023.

Client Name: _____

Authorized Representative: _____
Signature

Date: _____

Printed Name: _____

Edmunds Representative: _____

Date: 10/1/2022

Software Maintenance Schedule for 2023
 Tax Collection & RPS Tax File Processing Fee - \$7,623.00 (01/01/2023-12/31/2023)
 IPS - \$24,297.00 (02/01/2023-01/31/2024)
 IPS - Workflow Automation - \$4,903.50 (02/01/2023-01/31/2024)
 IPS Web Portal - \$3,675.00 (02/01/2023-01/31/2024)
 Clerk - \$5,401.68 (05/01/2023-04/30/2024)
 Clerk Online Dog - \$324.45 (05/01/2023-04/30/2024)

301 Tilton Road, Northfield, NJ 08225
 www.EdmundsGovTech.com | 609.645.7333 | AR@EdmundsGovTech.com

Attachment: Edmunds Gov Tech-Tax Contract (RES-2023-287 : Edmunds GovTech Tax Software Support Contract CRS #3899)

Consultant Major Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.
2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.
3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.
4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.
 - (a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.
 - (b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least \$5,000,000.00.
 - (c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.
 - (d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-

Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

- (a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
- (b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (c) Affirmative action as required by the Labor Law.
- (d) Prevention of dust hazard required by Labor Law Section 222-a.
- (e) Preference in employment of persons required by Labor Law Section 222.
- (f) Eight-hour workday as required by Labor Law Section 220(2).
- (g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
- (h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

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:

Edmunds GovTech Inc.

Print Name of Company

By: _____

Signature

Robert J Edmunds

Printed name

Date: 1/11/23

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

IRAN DIVESTMENT ACT CERTIFICATION

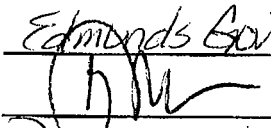
As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities 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: Edmunds GovTech Inc
 Signature: 
 Print Name: Robert J Edmunds
 Title: CEO
 Date: 1/11/23

Sworn To Before Me This

11 Day of January, 2023

 Notary Public



EDMUNDS-02

TCOWAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2022

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 License # 8028637 Glenn Insurance, Inc. 333 Dutch Mill Road Malaga, NJ 08328		CONTACT NAME: Trish Cowan PHONE (A/C, No, Ext): (856) 777-5406 FAX (A/C, No): (856) 777-5419 E-MAIL ADDRESS: tcowan@glenninsurance.com	
INSURED Edmunds GovTech, Inc., Logistics, LLC; Business Automation Services, Inc. & Municipal Software, Inc. 301 A Tilton Road Northfield, NJ 08225		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Casualty Ins. Co. of America	
		INSURER B: Travelers Indemnity Co of America	
		INSURER C: Travelers Property Casualty Co. of America	
		INSURER D:	
		INSURER E:	

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		ZLP11S7633322	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA6N27890222	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP0L67238622	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 \$
C	E&O Incl Cyber Liab			ZPL61M6752422	10/1/2022	10/1/2023	Claims Made Agg \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract #1761 - Annual software support & maintenance of IPS

The Town of Amherst is recognized as an Additional Insured on the General Liability policy on a primary & non-contributory basis as required by written contract or agreement.

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


**Workers'
Compensation
Board**
**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) EDMUNDS GOVTECH, INC. 301 A TILTON ROAD NORTHFIELD, NJ 08225 <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 609-645-7333 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 22-2403081
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 4221	3a. Name of Insurance Carrier THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT 3b. Policy Number of entity listed in box "1a" UB-5J311997-22-I5-G 3c. Policy effective period 10-01-2022 to 10-01-2023 3d. The Proprietor, Partners or Executive Officer are ☒ included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

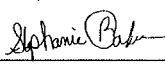
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: STEPHANIE BAKER
 (Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  9-28-2022
 (Signature) (Date)

Title: SR CUSTOMER SOLUTIONS SPECIALIST

Telephone Number of authorized representative or licensed agent of insurance carrier: 804-527-4852

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 Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Non-Owned Watercraft - 75 Feet Long Or Less | H. Blanket Additional Insured - Controlling Interest |
| B. Who Is An Insured - Unnamed Subsidiaries | I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers |
| C. Who Is An Insured - Employees - Supervisory Positions | J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises |
| D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies | K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations |
| E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures | L. Medical Payments - Increased Limit |
| F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement | M. Blanket Waiver Of Subrogation |
| G. Blanket Additional Insured - Broad Form Vendors | N. Contractual Liability - Railroads |
| | O. Damage To Premises Rented To You |

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II - WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied

consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II - WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of

the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II - WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written

COMMERCIAL GENERAL LIABILITY

contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the

manufacturer, and then repackaged in the original container;

- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

COMMERCIAL GENERAL LIABILITY

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person,

COMMERCIAL GENERAL LIABILITY

and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Francina J. Spoth**
 Co-Sponsored by:

DOC ID: 27258 A

RESOLUTION 2023-288
ADOPTED

Edmunds GovTech Clerk Licensing System CRS #3901

Please authorize the Supervisor to sign the annual software & support agreement with Edmunds GovTech for the Town Clerk Licensing System. This agreement is valid from 5/1/23-4/30/24.

3/20/2023

Consent

FINANCIAL IMPACT:

\$5,429.13 A 1410 4000

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



Edmunds GovTech
301 Tilton Road
Northfield, NJ 08225

Thank you for your business!
Please contact us at
AR@Edmundsgovtech.com
with questions regarding this invoice.
Visit our support site
www.Edmundsgovtech.com

INVOICE

Invoice #: 23-IN3212
Invoice Date: 03/02/2023
Payment Terms: Net 60
Due Date: 05/01/2023

Description: Software Maintenance

Attn: Accounts Payable
Amherst Town
5583 Main St.
Williamsville, NY 14221

QTY	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT	NOTES
1	3-MM-0381-5	Clerk Maintenance - Period 5/1 through 4/30	\$5104.68	\$5,104.68	Contract #: BAS_SWM253-2
1	3-MM-0409-5	Clerk Online Dog License Portal Maintenance - Period 5/1 through 4/30	\$324.45	\$324.45	Contract #: BAS_SWM253-2
TOTAL:				\$5,429.13	
PAYMENTS/ CREDITS APPLIED:				\$0.00	
TOTAL AMOUNT DUE:				\$5,429.13	

Attachment: Edmunds GovTech-Clerk Contract (RES-2023-288 : Edmunds GovTech Clerk Licensing System CRS #3901)

Proven Solutions That Power Local Government



2023 MCSJ Software Support & License Agreement

To receive continued Application Software Support and MCSJ System upgrades from Edmunds GovTech (EGT), you must enter into this agreement.

1. Any defects in the EGT Application Software as determined by EGT will be corrected at no cost to the user, provided the said defect is not the result of misuse, operator error, or is beyond the original requirements of the system specifications.
2. EGT is responsible for providing software support under this agreement only for its proprietary application software. This includes all MCSJ licensed products. Support for third party products, i.e.; Microsoft Office, UCAARS, etc. are not covered under this agreement and all phone or on-site support is a billable service. Our minimum hourly rate is \$150 with at least one-half hour billable.
3. EGT proprietary end user documentation, FAQs, helpful hints, video tutorials and such are for client use only and not to be distributed.
4. Standard telephone support will be available from 8:00am to 5:00 pm EST, Monday through Friday excluding holidays.
5. Each user of EGT MCSJ software is required to have a high-speed connection. EGT will provide support, enhancements and instruction for our application software via the Internet. Lack of compliance that requires an onsite visit is billable at the rate of \$ 150 per hour for each person and reasonable travel expenses.
6. EGT's liability, damages or remedy on any claim shall not exceed the original cost of the EGT MCSJ software system. In no event shall EGT be held liable for consequential, incidental, indirect, special, punitive or exemplary damages, for loss, damage or expense directly or indirectly arising from the client's inability to use our products.
7. No action arising from use of EGT's MCSJ software systems may be commenced more than 1 year after the basis for such claim could reasonably have been discovered.
8. EGT reserves the right to withdraw without penalty any EGT application software package from coverage at our sole discretion upon one-hundred-twenty (120) days' notice.
9. This agreement must be signed and returned by December 31, 2022 for continued support. The effective date of this agreement is January 1, 2023 through December 31, 2023.

Client Name: _____

Authorized Representative: _____
Signature

Date: _____

Printed Name: _____

Edmunds Representative: _____

Date: 10/1/2022

Software Maintenance Schedule for 2023

Tax Collection & RPS Tax File Processing Fee - \$7,623.00 (01/01/2023-12/31/2023)

IPS - \$24,297.00 (02/01/2023-01/31/2024)

IPS - Workflow Automation - \$4,903.50 (02/01/2023-01/31/2024)

IPS Web Portal - \$3,675.00 (02/01/2023-01/31/2024)

Clerk - \$5,401.68 (05/01/2023-04/30/2024)

Clerk Online Dog - \$324.45 (05/01/2023-04/30/2024)

301 Tilton Road, Northfield, NJ 08225
www.EdmundsGovTech.com | 609.645.7333 | AR@EdmundsGovTech.com

Attachment: Edmunds GovTech-Clerk Contract (RES-2023-288 : Edmunds GovTech Clerk Licensing System CRS #3901)

Consultant Major Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.
2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.
3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.
4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.
 - (a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.
 - (b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least \$5,000,000.00.
 - (c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.
 - (d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-

Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

- (a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
- (b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (c) Affirmative action as required by the Labor Law.
- (d) Prevention of dust hazard required by Labor Law Section 222-a.
- (e) Preference in employment of persons required by Labor Law Section 222.
- (f) Eight-hour workday as required by Labor Law Section 220(2).
- (g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
- (h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

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:

Edmunds GovTech Inc.

Print Name of Company

By:

[Signature]
Signature

Robert J Edmunds

Printed name

Date: 1/11/23

Agreed to and Accepted by:

Town of Amherst

By:

Brian J. Kulpa, Supervisor

Date:

IRAN DIVESTMENT ACT CERTIFICATION

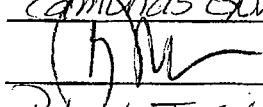
As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities 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: Edmunds GovTech Inc
 Signature: 
 Print Name: Robert J Edmunds
 Title: CEO
 Date: 1/11/23

Sworn To Before Me This

11 Day of January, 2023

 Notary Public

EDMUNDS-02

TCOWAN

DATE (MM/DD/YYYY)

9/28/2022



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 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 License # 8028637 Glenn Insurance, Inc. 333 Dutch Mill Road Malaga, NJ 08328		CONTACT NAME: Trish Cowan PHONE (A/C, No, Ext): (856) 777-5406 FAX (A/C, No): (856) 777-5419 E-MAIL ADDRESS: tcowan@glenninsurance.com	
INSURED Edmunds GovTech, Inc., Logics, LLC; Business Automation Services, Inc. & Municipal Software, Inc. 301 A Tilton Road Northfield, NJ 08225		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Casualty Ins. Co. of America	
		INSURER B: Travelers Indemnity Co of America	
		INSURER C: Travelers Property Casualty Co. of America	
		INSURER D:	
		INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		ZLP11S7633322	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BA6N27890222	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP0L67238622	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 \$
C	E&O incl Cyber Liab			ZPL61M6752422	10/1/2022	10/1/2023	Claims Made Agg \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract #1761 - Annual software support & maintenance of IPS

The Town of Amherst is recognized as an Additional Insured on the General Liability policy on a primary & non-contributory basis as required by written contract or agreement.

CERTIFICATE HOLDER

Town of Amherst
 5583 Main Street
 Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kathy L. Dwyer



**Workers'
Compensation
Board**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) EDMUNDS GOVTECH, INC. 301 A TILTON ROAD NORTHFIELD, NJ 08225 <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 609-645-7333 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 22-2403081
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 4221	3a. Name of Insurance Carrier THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT 3b. Policy Number of entity listed in box "1a" UB-5J311997-22-I5-G 3c. Policy effective period 10-01-2022 to 10-01-2023 3d. The Proprietor, Partners or Executive Officer are ☒ included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

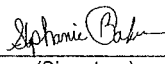
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: STEPHANIE BAKER
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  9-28-2022
(Signature) (Date)

Title: SR CUSTOMER SOLUTIONS SPECIALIST

Telephone Number of authorized representative or licensed agent of insurance carrier: 804-527-4852

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 Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Non-Owned Watercraft - 75 Feet Long Or Less | H. Blanket Additional Insured - Controlling Interest |
| B. Who Is An Insured - Unnamed Subsidiaries | I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers |
| C. Who Is An Insured - Employees - Supervisory Positions | J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises |
| D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies | K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations |
| E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures | L. Medical Payments - Increased Limit |
| F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement | M. Blanket Waiver Of Subrogation |
| G. Blanket Additional Insured - Broad Form Vendors | N. Contractual Liability - Railroads |
| | O. Damage To Premises Rented To You |

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II - WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied

consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or

- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II - WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of

the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or

- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II - WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written

COMMERCIAL GENERAL LIABILITY

contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the

manufacturer, and then repackaged in the original container;

- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

COMMERCIAL GENERAL LIABILITY

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person,

COMMERCIAL GENERAL LIABILITY

and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Francina J. Spoth**
 Co-Sponsored by:

DOC ID: 27289 A

RESOLUTION 2023-289

ADOPTED

Comprehensive Records Management Procedure Manual CRS #3916

TO: Town Board

FROM: Town Clerk

DATE: March 14, 2023

RE: Professional Services Contract CRS #3916
 Production of a Comprehensive Records
 Management Procedure Manual

WHEREAS, the Town of Amherst is interested in updating and expanding its current records management procedure manual; and

WHEREAS, James M. Tammaro, has submitted the attached proposal to produce a comprehensive Records Management Procedure Manual;

NOW THEREFORE, BE IT RESOLVED that the Town of Amherst Town Board hereby approves the attached contract (**CRS #3916**) subject to successful completion of the contract routing process.

3/20/2023

Consent

FINANCIAL IMPACT:

A1410 \$6,570.00

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

James M. Tammamaro,

Archives and Records Management Consultant

Consulting Proposal for The Town of Amherst For the Production of a Comprehensive Records Management Procedure Manual

Proposed plan for carrying out the project: The Town of Amherst is interested in updating and expanding its current records management procedure manual to make it more comprehensive and to reflect changes in the town's records management program over the last ten years.

The best strategy for carrying out project is for the town to retain a consultant with extensive records management experience to produce the updated manual. The consultant work associated with the project is for the consultant to:

1. Conduct regular meetings with the project team working with the consultant on development of the upgraded manual.
2. Reach out to the town departments to keep them posted on the project.
3. Produce an initial draft of the expanded records management procedure manual and distribute it to the project team for their review and comment.
4. Produce a final draft of the manual which reflects the input received from the project team about the initial draft of the manual.
5. Work with the project team on one or more training sessions to present the final draft of the manual to town departments which will encourage them to follow the policies and procedures laid out in the manual.

Deliverable Products:

1. An initial draft of the upgraded and enhanced records management procedure manual for review and comment by the project team.
2. A final draft of the new records management procedure manual which reflects the input received from the project team about the initial draft of the manual.

Total Costs and Fee Schedule:**Consultant fees:**

Six meetings with the project team and representatives
with town department liaisons to discuss development
of the records management procedure manual

9 hours at \$90 per hour

\$ 810

Production of the initial draft of the
Records management procedure manual

40 hours at \$90 per hour

\$ 3,600

Production of the final draft of the
Records management procedure manual

20 hours at \$90 per hour

\$ 1,800

Work on and conducting one or more training
Sessions on the new records management
Procedure manual for town employees

4 hours at \$90 per hour

\$ 360

Total consultant fees = \$ 6,570

There will be no charge for travel expenses or any other miscellaneous expenses.

All consulting fees shall be paid in total within 30 days of completion of the consulting work as described above.

Brian Kulpa
Town Supervisor
Town of Amherst, NY


James M. Tammaro
Records Management Consultant

Attachment: Jim Tammaro 2023 (RES-2023-289 : Comprehensive Records Management Procedure Manual CRS #3916)

James M. Tammaro, consultant

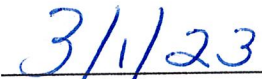
March 1, 2023

RM Manual Signed Agreement

Town of Amherst
General Release and Hold Harmless Agreement

I, James M. Tammaro, Archives and Records Management Consultant, agree to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the business or its agents and/or employees, and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from performance of the Consultant Proposal for the Town of Amherst.


James M. Tammaro, Consultant


Date

Brian J. Kulpa, Amherst Town Supervisor

Date



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 27301

RESOLUTION 2023-290

ADOPTED

Amusement License - Andale Cantina

Request by Andale Cantina for a First Class Amusement License to hold a Cinco De Mayo Celebration at 6850 Main St. on Friday, May 5th, 2023 from 11am-12am.

Supervising Code Enforcement Officer recommends a fee of \$50.00

The following conditions apply:

1. Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
2. That all fire lanes be kept clear at all times.
3. All temporary power must be code compliant.
4. Bathroom facility must be made available & accessible.
5. On site accessible parking must be maintained.
6. Vehicle impact protection must be provided for guest area.
7. Fire Department access must be maintained at all times in the event of an emergency.
8. Events with 1,000 guests or more will be require "Crowd Managers " that are in compliance with Chapter 4 of the 2020 FCNYS.
9. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.

3/20/2023

Consent

FINANCIAL IMPACT:

Income to the Town

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



TOWN OF AMHERST

BUILDING DEPARTMENT

INTER-DEPARTMENTAL CORRESPONDENCE

5583 MAIN STREET

WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080

FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Agenda Item

DATE: March 13, 2023

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 6850 Main St, Andale Cantina

In response to the Amusement License Application dated March 3, 2023 from David R,

I recommend the approval of his request for First Class outdoor events at the above noted address. The fee for such an event is set be the Town Board, the fee can be from \$5.00 to \$50.00 per day, or fraction thereof.

With the event being on Friday, May 5, 2023 from 11:00am until 12:00am in the parking lot of the address noted above, I would recommend a fee of \$50.00.

I would recommend that the following conditions be stated:

- Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
- That all fire lanes be kept clear at all times.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

Please contact me if you have any questions regarding this response.

Douglas Gesel, Supervising Code Enforcement Officer

cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Attachment: Andale Catina Amusement-03152023093202 (RES-2023-290 : Amusement License - Andale Cantina)

Brownson, Ashley

From: Scott Chamberlin [REDACTED]
Sent: Tuesday, March 7, 2023 4:52 PM
To: Brownson, Ashley
Subject: Re: Amusement License-Andale Cantina

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

The police department has no issue with the plans as outlined.

Chief Scott P. Chamberlin
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716)689-1351
[REDACTED]

“Learn from yesterday, live for today, hope for tomorrow.” —Albert Einstein

On Tue, Mar 7, 2023 at 1:09 PM Brownson, Ashley <abrownson@amherst.ny.us> wrote:
Please see the application submitted by David Rodriguez, Andale Cantina, to hold an event at 6850 Main St.
The event will be held on Friday, May 5th, 2023.

Please review and send any written comments back to me as soon as possible so we can place this on the earliest Town Board Agenda. Thank you for your cooperation.

Ashley Brownson
Town of Amherst
Clerk's Office

Attachment: Andale Catina Amusement-03152023093202 (RES-2023-290 : Amusement License - Andale Cantina)



Town of Amherst

Amusement License Application

Organization or Resident: ANDALE CANTINA

Address of Event: 6850 MAIN ST.

Describe Event: CINCO DE MAYO CELEBRATION.

OUTDOOR BEER TENTS WITH LIVE MUSIC BAND

List All Dates: MAY 5TH 2023 / FRIDAY
day/month/year & day of week

Number of Occasions: 1

Time (Start & End): 11am - 12am

PLEASE ATTACH A SITE PLAN WITH DESIGNATED AREA FOR EVENT

Name of Organizer JOHN MORA / #1 David Rodriguez.

Address 6850 MAIN ST

Phone Number 714-287-1003 / 607-338 25 47. (607-338 25 47)

Signature of Organizer 

Date 3/3/23

Office use only:

Submitted to Police & Building _____

Fee determined by Town Board _____

Business or Resident notified _____

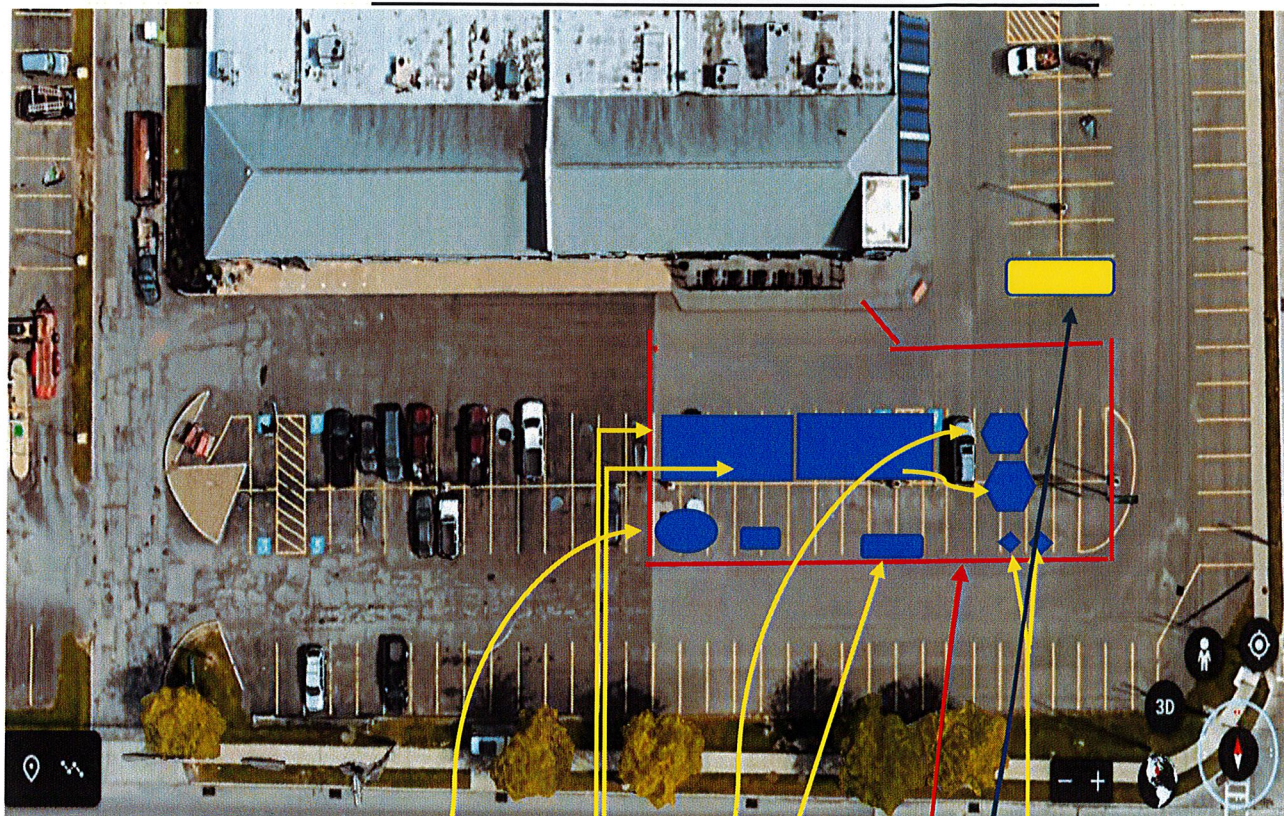
Payment Rcvd _____

License issued and mailed out _____

Attachment: Andale Catina Amusement-03152023093202 (RES-2023-290 : Amusement License - Andale Cantina)

Andale Cantina

6850 Main St

May 5th, 2023**Outdoor Celebration 11:00am – 12:00am**

- Handicap Space
- Frame Tents 20x30 (2 tents)
- Food Concession Stand
- Live Band
- Inflatable Attraction
- Inflatable Attraction
- Temporary easily movable rope barriers
- Beer Concession Stand
- Portable Restrooms

Event Details: This outdoor event will consist of live music, an outdoor grill selling tacos, a beer concession area permitted by the SLA and an area with 2 inflatable attractions. The entire area will be roped off with a temporary rope barrier and we will have 2 framed event tents (20x30) with seating inside the tents. There will be security officers in the parking lot to ensure beers aren't consumed outside of the rope barriers. We will provide 2 portable toilets for customers as well.

Request by Andale Cantina for a First Class Amusement License to hold a Cinco De Mayo Celebration at 6850 Main St. on Friday, May 5th, 2023 from 11am-12pm.

Supervising Code Enforcement Officer recommends a fee of \$50.00

The following conditions apply:

1. Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
2. That all fire lanes be kept clear at all times.
3. All temporary power must be code compliant.
4. Bathroom facility must be made available & accessible.
5. On site accessible parking must be maintained.
6. Vehicle impact protection must be provided for guest area.
7. Fire Department access must be maintained at all times in the event of an emergency.
8. Events with 1,000 guests or more will be require "Crowd Managers " that are in compliance with Chapter 4 of the 2020 FCNYS.
9. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Comptroller
 Initiated by: **Daryl Bramer**
 Co-Sponsored by:

DOC ID: 27304

RESOLUTION 2023-291

ADOPTED

Budget Transfers and Amendments

For March 20, 2023 Town Board Agenda

To: Town Board
 From: Office of Town Comptroller
 Date: 3/15/2023
 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:

N2035.4000 Belmont- Contractual \$7,000.00
Requested per department.

TO:

N2060.4000 CDBG Emerg Rental \$7,000.00

BUDGET AMENDMENTS - 2023

INCREASE:

A7258.04389 Fed Grant Rev \$103,864.00

INCREASE:

A7258.1000 Personal Svcs \$28,310.00
 A7258.8030 FICA \$2,166.00
 A7258.8040 Workers Comp. \$708.00
 A7258.4040 Travel \$13,810.00
 A7258.4010 Office Supplies \$8,570.00
 A7258.4110 Contractual Svcs \$50,300.00

To record the budget for year 3 of the Task Force Grant.

KP2303 Royal Park Improv. - Erie County Grant \$440,000 KP2303.4972 Construction \$440,000
To setup budget for Royal Park Improvements for CRS# 3891, Erie County Grant.

N2223.02785 CDBG & Vg. - PI \$170.00 N2223.4000 Contractual \$170.00
To recognize Community Development program income from 169 Hillcrest, Amherst.

A1620.05001 Bldg. Maint. - Refund of C/Y Exp. \$4,211.70 A1620.4220 Buildings & Grounds \$4,211.70
To increase budget for materials costs reimbursement for storm damage to Harlem Rd.

N2250.02785 Tonawanda HOME- PI \$22,960.80 N2250.4000 Contractual \$22,960.80
 N2252.02785 Tonawanda Rental- PI \$2,551.20 N2252.4003 Admin \$2,551.20
To recognize Community Development program income from 579 Loretta, Tonawanda.

A8021.02089 Agricultural Grant Revenue \$15,000.00 A8021.4110 Contractual \$15,000.00
To set up agricultural grant from Erie County.

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 122 Harrison, Tonawanda.

3/20/2023

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: 03/20/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**
 Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27229

RESOLUTION 2023-292

ADOPTED

Award Bid #2023004 Town Wide Asbestos and Lead Surveys (CRS #3892)

WHEREAS, the Contract Compliance and Administration Department received bids on February 16, 2023 for Town Wide Asbestos and Lead Surveys; and

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

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to AMD Environmental Consultants, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with AMD Environmental Consultants, Inc.

3/20/2023

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 #2023004 Town Wide Asbestos and Lead Surveys												
Low Bidder				LaBella Associates		Michael Baker Engineering		Stohl Environmental		AMD Environmental		
			Vendor Name:									
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
			ASBESTOS SAMPLING									
1	8	HR	NYS DOL Licensed Asbestos Inspector	\$65.00	\$520.00	\$190.00	\$1,520.00	\$46.00	\$368.00	\$39.00	\$312.00	
2	30	EA	Polarized Light Microscopy (PLM) sampling & analysis 5-Day Turn Around Time from Laboratory	\$12.00	\$360.00	\$9.25	\$277.50	\$14.00	\$420.00	\$8.00	\$240.00	
2a	1	EA	PLM 24-Hour Turn-Around Time from Laboratory	\$15.00	\$15.00	\$18.75	\$18.75	\$25.00	\$25.00	\$13.00	\$13.00	
2b	1	EA	PLM 48-Hour Turn-Around Time from Laboratory	\$15.00	\$15.00	\$16.25	\$16.25	\$20.00	\$20.00	\$12.00	\$12.00	
2c	1	EA	PLM 3-Day Turn-Around Time from Laboratory	\$15.00	\$15.00	\$13.00	\$13.00	\$15.00	\$15.00	\$10.00	\$10.00	
3	10	EA	Transmission Electron Microscopy (TEM) sampling & analysis - 5-Day Turnaround Time from Laboratory	\$35.00	\$350.00	\$40.50	\$405.00	\$54.00	\$540.00	\$30.00	\$300.00	
3a	1	EA	TEM 24-Hour Turn-Around Time from Laboratory	\$40.00	\$40.00	\$66.00	\$66.00	\$65.00	\$65.00	\$45.00	\$45.00	
3b	1	EA	TEM 48-Hour Turn-Around Time from Laboratory	\$40.00	\$40.00	\$53.50	\$53.50	\$60.00	\$60.00	\$37.00	\$37.00	
3c	1	EA	TEM 3-Day Turn-Around Time from Laboratory	\$40.00	\$40.00	\$42.75	\$42.75	\$55.00	\$55.00	\$32.00	\$32.00	
4	15	EA	Non-Friable Organically Bound Preparation (NOB) sampling & analysis - 5-Day Turn-Around Time from Laboratory	\$15.00	\$225.00	\$24.50	\$367.50	\$5.00	\$75.00	\$19.00	\$285.00	
4a	1	EA	NOB 24-Hour Turn-Around Time from Laboratory	\$20.00	\$20.00	\$34.00	\$34.00	\$5.00	\$5.00	\$23.00	\$23.00	
4b	1	EA	NOB 48-Hour Turn-Around Time from Laboratory	\$20.00	\$20.00	\$31.50	\$31.50	\$5.00	\$5.00	\$22.00	\$22.00	
4c	1	EA	NOB 3-Day Turn-Around Time from Laboratory	\$20.00	\$20.00	\$27.00	\$27.00	\$5.00	\$5.00	\$20.00	\$20.00	
5	1	EA	Asbestos Report Preparation per Job -5-Day Turn Around Time from Laboratory Results	\$400.00	\$400.00	\$190.00	\$190.00	\$49.00	\$49.00	\$100.00	\$100.00	
			LEAD TESTING & SAMPLING									
6	8	HR	Certified Lead Based Paint Inspector	\$65.00	\$520.00	\$190.00	\$1,520.00	\$46.00	\$368.00	\$39.00	\$312.00	
7	25	EA	XRF testing & analysis by Certified Lead Paint Inspector	Included with Labor above	\$0.00	\$12.00	\$300.00	\$3.00	\$75.00	\$1.50	\$37.50	
8	5	EA	Paint Chip Samples Taken & Analysis - 5-Day Turn Around Time from Laboratory		\$8.00	\$40.00	\$11.00	\$55.00	\$15.00	\$75.00	\$10.00	\$50.00
8a	1	EA	Paint Chip Samples Taken & Analysis 24-Hour Turn Around Time from Laboratory		\$12.00	\$12.00	\$17.50	\$17.50	\$25.00	\$25.00	\$8.00	\$8.00
8b	1	EA	Paint Chip Samples Taken & Analysis 48- Hour Turn Around Time from Laboratory		\$10.00	\$10.00	\$15.25	\$15.25	\$22.00	\$22.00	\$7.00	\$7.00
8c	1	EA	Paint Chip Samples Taken & Analysis 3-Day Turn Around Time from Laboratory		\$10.00	\$10.00	\$12.00	\$12.00	\$20.00	\$20.00	\$6.00	\$6.00
9	1	EA	Lead Sampling Report Preparation per Job 5-Day Turn Around Time from Laboratory Results	\$400.00	\$400.00	\$190.00	\$190.00	\$49.00	\$49.00	\$100.00	\$100.00	
			Total of All Items		\$3,072.00		\$5,172.50		\$2,341.00		\$1,971.50	
			*Quantities are estimates for comparison purposes and will vary with each job.									
NOTES:												
Michael Baker Engineering - Item #5 was multiplied by the line item number and should have been multiplied x 1. Item #9 was multiplied x 4 and should have been multiplied by the item quantity of 1.												
Michael baker Engineering continued - Note: Additional analyses will be billed at the rates shown below per sample analysis for 5-day turn around time. PLM NYS 198.6 NOB - lab prep only - not analyzed \$14.50												
Stohl Environmental - Item #4 multiplied by a quantity of 1 and not the listed quantity of 15.												


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27285

RESOLUTION 2023-293

ADOPTED

Award Bid #2023007 Lab Testing Services (CRS #3913)

WHEREAS, the Contract Compliance and Administration Department received bids on March 2, 2023 for Lab Testing Services; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the contract to Alpha Analytical; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Alpha Analytical; 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 April 11, 2023 and the next Town Board meeting falls after that date.

3/20/2023

Consent

FINANCIAL IMPACT:

G9916-4860 & G9999-4110; Amount TBD

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

Bid #2023007 Lab Testing Services				
Low Bidder			Alpha Analytical	
		Vendor Name:		
Item #	QTY		Unit Price	Total Price
1	1	Cyanide, Total (water), EPA 335.2	\$28.00	\$28.00
2	1	Cyanide, Available (water) required method EPA OAI-1677	\$100.00	\$100.00
3	1	Cyanide, Amenable to Chlorination after Distillation	\$35.00	\$35.00
4	0	Phenolics, Total Recoverable, EPA 420.1 Rev. 1978	\$50.00	\$0.00
5	0	Antimony, Total (water), EPA 200.7	\$40.00	\$0.00
6	0	Antimony, Total (water), EPA 200.8	\$40.00	\$0.00
7	0	Arsenic, Total (water), EPA 200.7	\$40.00	\$0.00
8	0	Arsenic, Total (water), EPA 200.8	\$40.00	\$0.00
9	12	Arsenic (soil)	\$10.00	\$120.00
10	0	Beryllium, Total (water), EPA 200.7	\$40.00	\$0.00
11	0	Beryllium, Total (water), EPA 200.8	\$40.00	\$0.00
12	0	Cadmium, Total (water), EPA 200.7	\$40.00	\$0.00
13	0	Cadmium, Total (water), EPA 200.8	\$40.00	\$0.00
14	12	Cadmium (soil)	\$10.00	\$120.00
15	0	Copper, Total (water), EPA 200.7	\$40.00	\$0.00
16	0	Copper, Total (water), EPA 200.8	\$40.00	\$0.00
17	12	Copper, Total (on soil)	\$10.00	\$120.00
18	0	Chromium, Total (water), EPA 200.7	\$40.00	\$0.00
19	0	Chromium, Total (water), EPA 200.8	\$40.00	\$0.00
20	12	Chromium (soil)	\$10.00	\$120.00
21	0	Lead, Total (water), EPA 200.7	\$40.00	\$0.00
22	0	Lead, Total (water), EPA 200.8	\$40.00	\$0.00
23	12	Lead (soil)	\$10.00	\$120.00
24	0	Mercury, Total (water), EPA 245.1 Rev 3	\$30.00	\$0.00
25	12	Mercury, Total (soil), EPA 7471B	\$25.00	\$300.00
26	12	LL Mercury, Total (water) EPA 1631	\$85.00	\$1,020.00
27	0	Molybdenum, Total (water), EPA 200.7	\$40.00	\$0.00
28	0	Molybdenum, Total (water), EPA 200.8	\$40.00	\$0.00
29	12	Molybdenum, Total (soil)	\$10.00	\$120.00
30	0	Nickel, Total (water), EPA 200.7	\$40.00	\$0.00
31	0	Nickel, Total (water), EPA 200.8	\$40.00	\$0.00
32	12	Nickel (soil)	\$10.00	\$120.00
33	0	Silver, Total (water), EPA 200.7	\$40.00	\$0.00
34	0	Silver, Total (water), EPA 200.8	\$40.00	\$0.00
35	0	Potassium, Total (water) EPA 200.7	\$40.00	\$0.00
36	0	Potassium, Total (water) EPA 200.8	\$40.00	\$0.00
37	12	Potassium (soil)	\$10.00	\$120.00
38	0	Selenium, Total (water), EPA 200.7	\$40.00	\$0.00
39	0	Selenium, Total (water), EPA 200.8	\$40.00	\$0.00
40	12	Selenium, Total (soil)	\$10.00	\$120.00
41	0	Thallium, Total (water), EPA 200.7	\$40.00	\$0.00
42	0	Thallium, Total (water), EPA 200.8	\$40.00	\$0.00

Item #	QTY		Unit Price	Total Price
43	1	Vanadium, Total (water) EPA 200.7	\$20.00	\$20.00
44	1	Vanadium, Total (water) EPA 200.8	\$20.00	\$20.00
45	24	Zinc, Total (water), EPA 200.7	\$20.00	\$480.00
46	0	Zinc, Total (water), EPA 200.8	\$40.00	\$0.00
47	12	Zinc, Total (soil)	\$10.00	\$120.00
48	0	Each Additional Metal EPA 200.7 and 200.8	\$15.00	\$0.00
49	0	Hardness (as CaCO3), EPA 200.7	\$25.00	\$0.00
50	0	Chlorides, EPA 300.0 SM18 4500	\$24.00	\$0.00
51	0	Ignitability, closed cup (water)	\$30.00	\$0.00
52	0	Purgeable Halocarbons, Total scan (water), EPA 601 as 624.1	\$160.00	\$0.00
53	0	Purgeable Aromatics, Total scan (water), EPA 601 as 624.1	\$160.00	\$0.00
54	0	Pesticides and PCB's (water) EPA 608.3	\$181.00	\$0.00
55	12	Pesticides (water) EPA 608.3	\$90.00	\$1,080.00
56	0	PCB's (water) EPA 608.3	\$81.00	\$0.00
57	12	Purgeable (VLTTL) Hydrocarbons (water) EPA 624.1 full	\$160.00	\$1,920.00
58	0	Purgeable (VLTTL) Hydrocarbons (water) EPA 624.1 partial list <5 compounds	\$75.00	\$0.00
59	0	Semi-Volatiles, Total scan (water), EPA 625.1	\$185.00	\$0.00
60	0	EPA 8260 plus N-Amyl acetate, Ethyl Acetate, Isopropyl Acetate, Acetone	\$75.00	\$0.00
61	3	TCLP Full Scan (TCLP Metals, Volatiles, Semi-Volatiles, Herb. & Pest.) SW 846 EPA 1311	\$700.00	\$2,100.00
62	0	TCLP Metals	\$130.00	\$0.00
63	0	TCLP Volatiles	\$115.00	\$0.00
64	0	TCLP Semi-Volatiles	\$210.00	\$0.00
65	0	TCLP Herbicides	\$175.00	\$0.00
66	0	TCLP Pesticide	\$125.00	\$0.00
67	0	Total PCB'S (soil) EPA 8082 A	\$81.00	\$0.00
68	0	Total Pesticides (soil) EPA 8082 A	\$125.00	\$0.00
69	0	Priority Pollutant Metals (14) Soil	\$125.00	\$0.00
70	1	Priority Pollutant Metals (14) (water)	\$125.00	\$125.00
71	0	Ignitability, (soil)	\$30.00	\$0.00
72	12	pH (soil)	\$10.00	\$120.00
73	1	Paint Filter test (free liquids), EPA 9095 A	\$12.00	\$12.00
74	0	% Solids	\$5.00	\$0.00
75	12	Total Solids, SM 2540B (97)	\$20.00	\$240.00
76	0	Total Dissolved Solids, SM 2540C (97)	\$20.00	\$0.00
77	0	Total Suspended Solids SM 2450D (97)	\$20.00	\$0.00
78	1	Oil and Grease, (sludge) 9071B	\$60.00	\$60.00
79	60	Oil and Grease, Gravimetric (HEM), EPA 1664A	\$40.00	\$2,400.00
80	1	Total Petroleum Hydrocarbons, (SGT-HEM), EPA 1664A	\$80.00	\$80.00
81	1	Bacterial Suitability as required by NYS Cert.	\$350.00	\$350.00

Item #	QTY		Unit Price	Total Price
82	12	Total Phosphorus	\$30.00	\$360.00
83	0	Biochemical Oxygen Demand, 5-day	\$38.00	\$0.00
84	0	cBOD (nitrification inhibition), 5-day	\$100.00	\$0.00
85	12	Ammonia Nitrogen, SM 4500	\$25.00	\$300.00
86	0	Total Kjeldahl Nitrogen	\$30.00	\$0.00
87	0	Alkalinity total as CaCO3	\$18.00	\$0.00
88	12	Nitrate as N	\$25.00	\$300.00
89	0	Nitrite as N	\$25.00	\$0.00
90	0	COD	\$25.00	\$0.00
91	12	TOC	\$30.00	\$360.00
92	0	Surfactant (MBAS) SM5440C	\$75.00	\$0.00
93	0	Asbestos, bulk	\$75.00	\$0.00
94	0	Asbestos, fibers in air	\$75.00	\$0.00
95	1	EPA 1666 plus Acetone	\$265.00	\$265.00
96	0	ASTM Total Iron Titration	No Bid	No Bid
97	12*	WET Testing Chronic and Acute Whole Effluent Testing. NYSDEC WET Testing Methodology and requirements/EPA WET Manuals/ NYSDEC TOGS 1.3.2. Labs within NY State or outside the state may be used.	\$2,300.00	\$27,600.00
		NOTE: Monthly WET Testing is anticipated for 2024 Only		
98	30	Priority Pollutant Package: EPA 624.1, EPA 625.1, EPA 608.3, 13 PP Metals- EPA 200.7 and EPA 1631E (Total Mercury) (As, Be, Cd, Cr, Cu,Pb, Low Level Hg, Mo, Ni, Sb,Se, Ag, Tl and Zn), Total Phenol EPA 420.1, Oil and Grease EPA 1664, Total CN SM4500	\$718.00	\$21,540.00
99	4	Priority Pollutant Package as above (#98) plus Acetates and Acetone with EPA 8260 in place of EPA 624.1.	\$918.00	\$3,672.00
		Total Net Bid		\$66,087.00

Vendor Notes

Item 4: Phenolics, total recoverable to Phoenix Environmental*

Item 81: Bacterial Suitability - Microbac

Item 93 & 94: Asbestos - Paradigm*

Item 97: Wet Testing - Enviroscience - (certification pending with DOH, has received tentative approval; audit just completed.

Item 95 & 99: Acetone and Acetates by EPA 1666-PACE

*DOH certification provided upon request. These line items have zero quantity listed.

NOTES - Other:

Item 26: Vendor adjusted quantity from 12 to 24. Extended amount should be \$1,020 and not \$2,040

Item 70: Vendor adjusted quantity from 1 to 0. Extended amount should be \$125 and not \$0

Item 73: Extended amount should be \$12 and not \$18, as submitted in bid

Item 81: Extended amount should be \$350 and not \$400

Received an e-mail from Patrick Filey from Alpha Analytical on March 7, 2023 confirming that they entered incorrect quantities for Item 26 & 70 and there were miscalculations on Items 73 & 81.


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27287

RESOLUTION 2023-294

ADOPTED

Award Bid #2023009 Portable Toilets (CRS #3914)

WHEREAS, the Contract Compliance and Administration Department received bids on March 9, 2023 for Portable Toilets; and

WHEREAS, the bid process resulted in responses from two (2) 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 the contract to Julie's Portable Toilets; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Julie's Portable Toilets; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System as portable toilets are required at Audubon Golf Course and Audubon Par 3 Golf Course on April 1, 2023 and the next Town Board meeting falls after that date.

3/20/2023

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 #2023009 Portable Toilets

Low Bidder						Julie's Portable Toilets			Modern		
ITEM NO	UNITS	SERVICE PERIOD	U/M	TYPE	Vendor Name:	Unit Price	Total Price Per Month	Total Price	Unit Price	Total Price Per Month	Total Price
1	3	6	Per Month	HDC	Unit price for one (1) handicap portable toilet per month with weekly service (May 1 - Oct 31). Locations include: Amherst State Park, North Amherst Fire Hall, Veterans' Canal Park	\$175.00	\$525.00	\$3,412.50	\$259.00	\$777.00	\$4,662.00
2	3	8	Per Month	HDC	Unit price for three (3) handicap portable toilet per month with weekly service (April 1 - November 30). Locations include: Audubon Golf Course (2 units) and Audubon Par 3 Golf Course (1 unit)	\$175.00	\$525.00	\$4,593.75	\$259.00	\$777.00	\$6,216.00
3	4	3	Per Month	HDC	Unit price for one (1) handicap portable toilet per month with weekly service (June 1 - Aug 31). Locations include: Bedford Park, Paradise Park, Getzville Fire Hall field, Lou Gehrig/NARC.	\$225.00	\$900.00	\$2,925.00	\$259.00	\$1,036.00	\$3,108.00
4	2	3	Per Month	REG	Unit price for one (1) regular portable toilet per month with weekly service (June 1 - Aug 31). Locations include: Lou Gehrig/Dann Rd. (2 units)	\$90.00	\$180.00	\$585.00	\$135.00	\$270.00	\$810.00
5	4	8	Per Week	HDC	Unit price for one (1) handicap portable toilet per week with weekly service placed for 7 or 8 weeks. Placement to begin last Monday in June and continue for 7 or 8 weeks (2023 placement will be 8 weeks; future years may vary). Locations TBD.	\$60.00	\$240.00	\$1,920.00	\$187.00	\$748.00	\$5,984.00
6	10	1	Per Day	REG	Unit price for one (1) portable toilet placed for one day. Potential for 10 portable toilets per day. Locations TBD.	\$90.00	\$900.00	\$900.00	\$135.00	\$1,350.00	\$1,350.00
6a	10	1	Per Day	HDC	Unit price for one (1) handicap portable toilet placed for one day. Potential for 10 portable toilets per day. Locations TBD.	\$175.00	\$1,750.00	\$1,750.00	\$187.00	\$1,870.00	\$1,870.00
7	TBD	1	Per Month	REG	Unit price for one (1) portable toilet per month with weekly service. Locations TBD.	\$200.00	\$200.00	\$200.00	\$135.00	\$135.00	\$135.00
7a	TBD	1	Per Month	HDC	Unit price for one (1) handicap portable toilet per month with weekly service. Locations TBD.	\$300.00	\$300.00	\$300.00	\$187.00	\$187.00	\$187.00
8	TBD	1	Per Week	REG	Unit price for one (1) portable toilet placed for one week. Locations TBD.	\$150.00	\$150.00	\$150.00	\$135.00	\$135.00	\$135.00
8a	TBD	1	Per Week	HDC	Unit price for one (1) handicap portable toilet placed for one week. Locations TBD.	\$225.00	\$225.00	\$225.00	\$187.00	\$187.00	\$187.00
9	TBD	1	Per Day	REG	Unit price for one (1) portable toilet placed for one day. Locations TBD.	\$90.00	\$90.00	\$90.00	\$135.00	\$135.00	\$135.00
9a	TBD	1	Per Day	HDC	Unit price for one (1) handicap portable toilet placed for one day. Locations TBD.	\$200.00	\$200.00	\$200.00	\$187.00	\$187.00	\$187.00
TOTALS								\$17,251.25			\$24,966.00
NO ADDITIONAL CHARGES WILL BE CONSIDERED											

NOTES:

Julie's:

**Julie's bills per 28 day cycle (4 weeks in a cycle)

Item #1: Julie's total price in their bid is \$3,281.25 and it should be \$3,412.50 based on 6.5 billing cycles

Item #2: Julie's total price in their bid is \$3,937.50 and it should be \$4,593.75 based on 8.75 billing cycles

Item #3: Julie's total price in their bid is \$3,150.00 and it should be \$2,925 based on 3.25 billing cycles

Item #4: Julie's total price in their bid is \$630.00 and it should be \$585 based on 3.25 billing cycles

Item #5: Julie's total price in their bid is \$60 per week and it should be \$1,920.00

Modern Disposal:

Item #1: Modern's total price in their bid is \$1,554.00 and it should be \$777.00

Item #2: Modern's total price in their bid is \$2,072.00 and it should be \$777.00

Item #5: Modern's total price in their bid is \$1,496.00 and it should be \$748.00

Item #6: Modern's total price in their bid is \$135.00 and it should be \$1,350.00



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27174

RESOLUTION 2023-295

ADOPTED

Extension of Bid #2021001 Aftermarket Components for Light & Heavy Duty Vehicles (CRS #3839/3860/3863)

WHEREAS, Casullo's Automotive (Original CRS #2437), Fleet Maintenance, Inc. (Original CRS #2560) and D & W Diesel (Original CRS #2543) have agreed to extend their contracts for Bid #2021001 Aftermarket Components for Light & Heavy Duty Vehicles;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contracts with Casullo's Automotive, Fleet Maintenance, Inc. and D & W Diesel for the period May 3, 2023 through May 2, 2025; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extensions with Casullo's Automotive, Fleet Maintenance, Inc. and D & W Diesel.

3/20/2023

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

Casullo's Automotive Service Inc. agrees to hold prices and extend the current contract with the Town of Amherst for Bid #2021001 Aftermarket Components for Light and Heavy Duty Vehicles (Original CRS/CMS #2437/2530).

This contract will be extended for a two year period from May 3, 2023 through May 2, 2025.

SIGNED:


Vendor

Brian J. Kulpa, Supervisor
Town of Amherst

DATED

01/27/2023

DATED

**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

Fleet Maintenance, Inc. agrees to hold prices and extend the current contract with the Town of Amherst for Bid #2021001 Aftermarket Components for Light and Heavy Duty Vehicles (Original CRS/CMS #2560/2528).

This contract will be extended for a two year period from May 3, 2023 through May 2, 2025.

SIGNED:

Deborah Lawrence

Fleet Maintenance Inc

Vendor

1/26/2023

DATED

Brian J. Kulpa, Supervisor
Town of Amherst

DATED

**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

D & W Diesel, Inc. agrees to hold prices and extend the current contract with the Town of Amherst for Bid #2021001 Aftermarket Components for Light and Heavy Duty Vehicles (Original CRS/CMS #2543/2529).

This contract will be extended for a two year period from May 3, 2023 through May 2, 2025.

SIGNED: *D&W agrees to hold the discount percentage for this contract extension. Actual sell prices will be based on the current published Parker Chelsea hydraulics price sheet at the time of the order.*

Susan Cheloni

Vendor

Brian J. Kulpa, Supervisor
Town of Amherst

DATED *2/8/2023*

DATED


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27254

RESOLUTION 2023-296

ADOPTED

Extension of Bid #2018053 for Rodent Control (CRS #3900 / Orig. CRS #1156)

WHEREAS, Amherst Exterminators has agreed to extend their contract for Bid #2018053 for Rodent Control;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Amherst Exterminators for a term from February 4, 2023 through February 3, 2025; and

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

3/20/2023

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



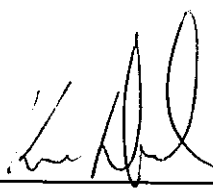
**DEPUTY
SUPERVISOR/COUNCILMEMBER**
Deborah Bruch Bucki, RN, PhD

COUNCILMEMBERS
Jacqueline Berger
Shawn Lavin
Michael Szukala

Amherst Exterminators agrees to hold prices and extend the current contract with the Town of Amherst for Bid #2018053 (Original CRS #1156) for Rodent Control.

This contract will be extended for a two-year term from February 4, 2023 through February 3, 2025.

SIGNED:



Vendor

Brian J. Kulpa, Supervisor
Town of Amherst

DATED

DATED

Attachment: Signed Contract Extension (RES-2023-296 : Extension of Bid #2018053 for Rodent Control (CRS #3900 / Orig. CRS #1156))


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27268

RESOLUTION 2023-297

ADOPTED

Extension of Employee Benefit Consultants Contract CRS #3906 (Orig. CRS #1912)

WHEREAS, AP Benefit Advisors, LLC, dba Premier Consulting Associates, has agreed to extend their contract for RFP #201907 Employee Benefit Consulting Services;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a 3-year extension of the contract with AP Benefit Advisors, LLC for the term of January 1, 2023 through December 31, 2025; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with AP Benefit Advisors, LLC.

3/20/2023

Consent

FINANCIAL IMPACT:

A9060-0394 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

**CONTRACT EXTENSION
AP BENEFIT ADVISORS, LLC
EMPLOYEE BENEFIT CONSULTING SERVICES**

AP Benefit Advisors, LLC agrees to hold prices and extend the current contract with the Town of Amherst for Employee Benefit Consulting Services.

This contract will be extended for a three year period from January 1, 2023 through December 31, 2025.

SIGNED:


AP Benefit Advisors, LLC

Brian J. Kulpa, Supervisor
Town of Amherst

DATED 1/9/2023

DATED

Attachment: Signed Contract Extension AP (RES-2023-297 : Extension of Employee Benefit Consultants Contract (CRS #3906 / Orig. CRS



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**
 Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27313

RESOLUTION 2023-298

ADOPTED

Approve Piggyback Contract for Maintenance, Repair and Operations (CRS 3921)

WHEREAS, the Contract Compliance and Administration Department is requesting approval to piggyback on Sourcewell Contract 091422-WWG with W. W. Grainger for Maintenance, Repair and Operations; and

WHEREAS, the contract term will be from date of Town Board approval through November 8, 2026;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the piggyback contract with W.W. Grainger, Inc.; 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.

3/20/2023

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

AGREEMENT

Let this document stand as an Agreement between the W.W.GRAINGER INC and the Town of Amherst permitting the Town of Amherst to participate in the purchase of facility MRO equipment and industrial and commercial supplies and equipment with the :

W.W.GRAINGER INC (thru SOURCEWELL)

Contract # 091422 - WWG

01/26/2023 through 11/08/2026

for MRO industrial and commercial supplies and equipment.

Agreed to and Accepted by:

W.W. GRAINGER INC

By: Cathy Brown
Signature

Cathy Brown
Print Name

District Sales Manager
Title

Date: 2/28/23

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM

Department: Court

Initiated by: **Ann M. Nichols**

Co-Sponsored by: **Councilmember Shawn Lavin**

DOC ID: 27266

RESOLUTION 2023-299

ADOPTED

Approve Additional Travel Expenses for Amherst Town Justice Buscaglia to Attend Association of Towns

Please approve additional travel expenditures in the amount of \$135.03 to cover hotel and per diem meals for Judge K. Buscaglia, as she had to extend her stay in New York City by one day (2/23/23) due to flight cancellation (2/22/23) caused by the ice storm in Buffalo on February 22, 2023.

3/20/2023

Consent

FINANCIAL IMPACT:

There is sufficient funds in the Court budget.

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

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

- ☐ \$250 or LESS and under 75 miles Department Head Approval ONLY Required
- ☒ \$250 + or greater than 75 miles Department Head AND Town Board Approval Required

REVISED 4/7/2017

NAME	Employee #	Department	Phone Number
Kara Buscaglia	8440	Court	(716) 689-4250

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
2/19/23	2/22/23	NYC Marriott Marquis	2023 Annual Meeting & Training School - Association of Towns of the State of NY

Expenses

Transportation:
Mileage @ \$0.535
Tolls
Parking
Local Transportation (bus/taxi)
Plane/Rail/Bus
Lodging:
nights 4 @ \$ 279
Meals:
IRS Per Diem Per Day: \$ 79
1st & Last Day of Travel @ 75%
Breakfasts @ \$
Lunches @ \$
Dinners @ \$
Incidentals @ \$
Registration/Conference Fee
Other
Subtotal
Contingency - 10% of subtotal or \$200
TOTAL

Estimated

200
250
1116
158
118.50
120
1962.50
196.25
2158.75

Budget A/C

A1110.4040
A1110.4040
A1110.4040
A1110.4040
A1110.4040
A1110.440

Actual

335.43
322.20
1160.65
237
118.50
120

N/A

N/A

2293.78

Request Approved By:

Ann M. Nichols
Department Head Signature
1/31/23
Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature

Date

KARA A. BUSCAGLIA
Print Employee Name

Reimbursement Approved By:

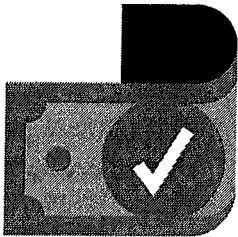
Ann M. Nichols 3/17/23
Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Town Board :

Res # 2023-162 2/13/23
Town Board Resolution & Date

February 19, 2023
Here's your updated ride receipt



Total \$38.47

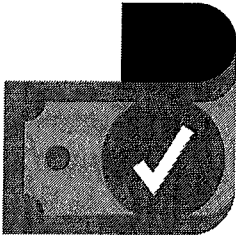
[Learn more](#) about the government-mandated pricing rules, taxes, and fees that make trips in NYC more expensive.

Trip fare	\$27.86
Subtotal	\$27.86
Wait Time ⓘ	\$1.04
NY Congestion Fee ⓘ	\$2.75
Tips	\$3.39
Sales Tax ⓘ	\$2.56
NY State Black Car Fund ⓘ	\$0.87

Payments

 Mastercard ••••6875	\$38.47
2/19/23 7:14 PM	

February 20, 2023
Here's your updated ride receipt



Total \$23.95

[Learn more](#) about the government-mandated pricing rules, taxes, and fees that make trips in NYC more expensive.

Trip fare	\$14.48
Subtotal	\$14.48
NY Congestion Fee	\$2.75
Tips	\$5.00
NY State Black Car Fund	\$0.43
Sales Tax	\$1.29

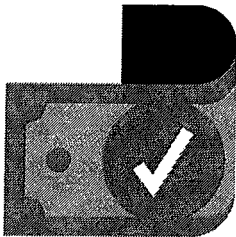
Payments

Mastercard ••••6875	\$23.95
2/20/23 7:25 PM	

Affiliated with HEISENBERG-ESSER CORP (B03289)

Attachment: Travel Expense Approval Reimbursement form (RES-2023-299 : Approve Additional Travel Expenses for Amherst Town Justice

February 20, 2023
Here's your updated ride receipt



Total **\$17.97**

[Learn more](#) about the government-mandated pricing rules, taxes, and fees that make trips in NYC more expensive.

Trip fare	\$10.92
Subtotal	\$10.92
NY Congestion Fee ⓘ	\$2.75
Tips	\$3.00
Sales Tax ⓘ	\$0.97
NY State Black Car Fund ⓘ	\$0.33

Payments

 Mastercard ••••6875	\$17.97
2/20/23 10:08 PM	

Affiliated with FLEET RADIO DISPATCH CORP. (B00280)

Attachment: Travel Expense Approval Reimbursement form (RES-2023-299 : Approve Additional Travel Expenses for Amherst Town Justice

--ORIGINAL--

MED# 5169
DRIVER: 5504794
CUSTOMER COPY
02/23/23 TR 228
START END MILES
08:32 09:18 22.9
JFK FARE
RATE 2: \$ 70.00
EXTRA: \$ 0.00
CMGCH: \$ 2.50
TRBB: \$ 6.55
STSRCH: \$ 0.50
IMSRCH: \$ 1.00
AIRFEE: \$ 0.00
TIP: \$ 16.10
TOTAL: \$ 96.65

CARD TYPE: MAST
XXXXXXXXXX4987
AUTH: 09705C

-BANK READ INFO-
APP: MASTERCARD
ARC: 3030
IAD:
A8CBF39F4D83CB12
0012
CVM: 1E0300
A0000000041010
DF:
A0000000041010
ARCQ:
BET7227D38001BEA

THANKS
TO CONTACT TLC
DIAL 3-1-1

Merchant: Curb Mobility
Contact #: 1(800) 488-87
email: cs@socurb.com

*****CREDIT CARD SALE*****
*****PASSENGER COPY*****
Merchant ID: 883
ENTRY METHOD:
CONTACT CHIP
AID: A0000000041010
APPL. NAME: Mastercard
ATC: 0010
TID: *****310
Mode: Issuer

DRIVER 488420
CAB 1059
PASSENGERS
DATE 2/22/23
START 17:13:15
END 17:29:55
TRIP 11645
STAND. CITY RATE 1
DISTANCE 1.85 mi
FARE R1 \$15.80
EXTRA \$2.50
SUB TOTAL \$18.10
TIP \$4.42
STATE SURCHARGE \$0.60
IMP. SURCHARGE \$1.00
CGN SRCH. \$2.50
TOTAL \$28.52
MASTER CARD 9783
AUTH 002902
TRN REF #: 57105160

Contact TLC Dial 3-1-1

Merchant: Curb Mobility
Contact #: 1(800) 488-87
email: cs@socurb.com

*CREDIT CARD SALE
*PASSENGER COPY
Merchant ID: 883
ENTRY METHOD:
CONTACT CHIP
AID: A0000000041010
APPL. NAME: Mastercard Debit
ATC: 0106
TID: *****310
Mode: Issuer

DRIVER 5492639
CAB 6N44
PASSENGERS 1
DATE 2/19/23
START 21:03:46
END 21:28:06
TRIP 15409
STAND. CITY RATE 1
DISTANCE 3.32 mi
FARE R1 \$23.30
EXTRA \$1.00
SUB TOTAL \$24.30
TIP \$5.66
STATE SURCHARGE \$0.50
IMP. SURCHARGE \$1.00
CGN SRCH. \$2.50
TOTAL \$33.96
MASTER CARD 6875
AUTH H06374
TRN REF #: 56887720
*
Contact TLC Dial 3-1-1

Merchant: Curb Mobility
Contact #: 1(800) 488-87
email: cs@socurb.com

*CREDIT CARD SALE
*DRIVER COPY
Merchant ID: 883
ENTRY METHOD:
CONTACT CHIP
AID: A0000000041010
APPL. NAME: Mastercard Debit
ATC: 0100
TID: *****315
Mode: Issuer

DRIVER 5843142
CAB 1Y72
PASSENGERS 2
DATE 2/19/23
START 15:55:36
END 16:36:58
TRIP 116
JFK-MANHATTAN 2
DISTANCE 17.69 mi
FARE R2 \$70.00
Midtown Tunnel \$6.55
SUB TOTAL \$76.55
TIP \$16.11
STATE SURCHARGE \$0.50
IMP. SURCHARGE \$1.00
CGN SRCH. \$2.50
AIRPORT FEE: \$1.25
TOTAL \$97.91
MASTER CARD 6875
AUTH H63679
TRN REF #: 56865862
CARDHOLDER ACKNOWLEDGES

PIN VERIFIED
NO SIGNATURE REQUIRED
*

-----PRNYNJ-----

START (32): JFK_Term5
AIRPORT: MidtownMN
END (102):
Destination:
Contact TLC Dial 3-1-1



MARRIOTT

NEW YORK MARRIOTT MARQUIS

GUEST FOLIO

1711 ROOM GND TYPE 34 ROOM CLERK	BUSCAGLIA/KARA NAME 451 WOOD ACRES DRIVE EAST AMHERST NY 14051 ADDRESS	279.00 RATE PASSPORT: MCXXXXXXXXXXXX6875 PAYMENT	02/23/23 DEPART 02/19/23 ARRIVE TIME	11:00 TIME 16:59 TIME	39639 ACCT# MBV#:	1788 GROUP XXXXX5446
--	--	--	--	--------------------------------	-------------------------	----------------------------

DATE	REFERENCES	CHARGES	CREDITS	BALANCES DUE
02/19	ROOM GRP 1711, 1	279.00		
02/19	RM TAX 1711, 1	24.76	A	
02/19	CITY TAX 1711, 1	16.39	B	
02/19	OCC JAV 1711, 1	3.50		
02/20	ROOM GRP 1711, 1	279.00		
02/20	RM TAX 1711, 1	24.76	A	
02/20	CITY TAX 1711, 1	16.39	B	
02/20	OCC JAV 1711, 1	3.50		
02/21	ROOM GRP 1711, 1	279.00		
02/21	RM TAX 1711, 1	24.76	A	
02/21	CITY TAX 1711, 1	16.39	B	
02/21	OCC JAV 1711, 1	3.50		
02/21	RMTX EXP T5		74.28	AD
02/21	CTY TXEX T5		49.17	AD
02/21	OCC EXPT T5		10.50	AD
02/22	ROOM GRP 1711, 1	279.00		
02/22	RM TAX 1711, 1	24.76	A	
02/22	CITY TAX 1711, 1	16.39	B	
02/22	OCC JAV 1711, 1	3.50		
				1160.65
DESCRIPTION				TAXED
I	PHONE SALES TAX		AMOUNT	TAX
J	NYC 2.35% UTILITY TX		.00	.00
L	NYS GROSS REC. TAX		.00	.00
	NET CHARGES		.00	.00
	1160.65	TAX	CREDITS	FOLIO
		.00	.00	1160.65

See our "Privacy & Cookie Statement" on Marriott.com



MARRIOTT

NEW YORK MARRIOTT MARQUIS
1535 BROADWAY
NEW YORK NY 10036
212-398-1900

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This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amounts shown in the credit column opposite any credit card entry in the reference column above will be charged to the credit card number set forth above. (The credit card company will bill in the usual manner.) If for any reason the credit card company does not make payment on this account, you will owe us such amount. If you are direct billed, in the event payment is not made within 25 days after check-out, you will owe us interest from the check-out date on any unpaid amount at the rate of 1.5% per month (A maximum allowed by law, plus the reasonable cost of collection, including attorney fees).

Signature X

Packet Pg. 216

Attachment: Travel Expense Approval Reimbursement form (RES-2023-299 : Approve Additional Travel Expenses for Amherst Town Justice

2023 Annual Meeting & Training School

New York Marriott Marquis, Feb. 19 - 22, 2023



Registration Form

(One form required per attendee. Registration rates will increase again to on-site rates beginning Feb. 3, 2023. Cancellation requests must be postmarked or faxed to AOT at (518)465-0724 by 5 p.m. Feb. 3, 2023. All cancellations will be charged a \$10 processing fee.)

Print or type:

Name KARA BUSCAGLIA
 Title TOWN JUSTICE Municipality/Company AMHERST
 County ERIE Phone 7166894200
 E-mail Address Kbuscagliaenycourt.gov Fax 7166894249
 Mailing Address 400 John James Audubon Pkwy
Amherst, NY 14228

	Registration Type	Select? (✓)	Rate
Aug. 1 - Oct. 31	Early-bird Member	✓	\$120
	Early-bird Non-member		\$145
	Early-bird Non-municipality / company		\$320
	Early-bird CLE member		\$435
	Early-bird CLE non-member		\$460
	Early-bird CLE non-municipality/company		\$635
1 - Jan. 27	Member		\$150
	Non-member		\$175
	Non-municipality / company		\$350
	CLE member		\$465

KARA A. BUSCAGLIA
ATTORNEY AT LAW
 OPERATING ACCOUNT
 5550 MAIN ST STE 3
 WILLIAMSVILLE, NY 14221

1989

10-83/220

67701

DATE 10-22-22

PAY
 TO THE
 ORDER OF

Association of Towns

\$ 120.00

One hundred twenty dollars and 00/100



KeyBank National Association
 1-888-KEY4BIZ® Key.com®

FOR

Kara Buscaglia

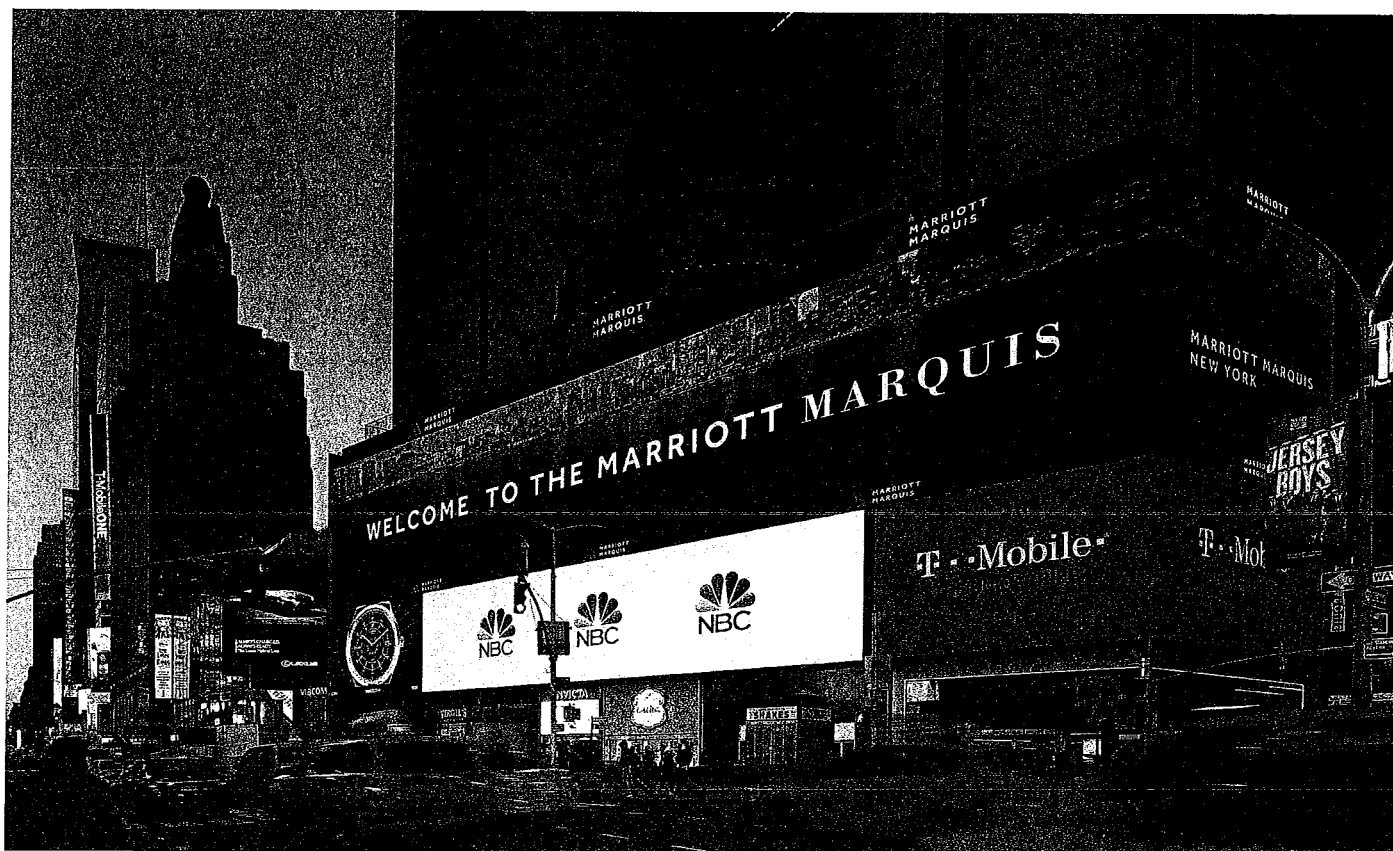
Packet Pg. 217

⑈001989⑈ ⑆022000839⑆ 327300082663⑈



2023 Annual Meeting & Training School

February 19 - 22, 2023
New York Marriott Marquis
New York, NY



Return to New York

Trick or Treat!

*Register by Halloween to attend at a special rate and lock in
hotel room rates at 2022 prices!*

Learn. Network. Get Certified.

Attachment: Travel Expense Approval Reimbursement form (RES-2023-299 : Approve Additional Travel Expenses for Amherst Town Justice


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Emergency Services
 Initiated by: **Jim Zymanek**
 Co-Sponsored by:

DOC ID: 27292

RESOLUTION 2023-300
ADOPTED AS AMENDED

Approval of Temporary Access Agreement with New York State Police CRS #3918

Amherst Town Board approval is requested for the Town Supervisor to sign a Temporary Access Agreement to allow the New York State Police to access and use Glen Park in Williamsville for Swift Water Rescue Training in March of 2023. The State of New York assumes all risk. Pending CRS approval.

3/20/2023

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

FINANCIAL IMPACT:

na

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

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement ("Agreement") is entered into as of the 16th day of March, 2023 by and between **New York State Police** ("LICENSEE") with offices for transaction of business located at 1220 Washington Ave Building 22 Albany, NY 12226 and the TOWN OF AMHERST, with an address of 5583 Main Street, Williamsville, New York 14221 ("Town").

1) The Town, for valuable consideration, the sufficiency and receipt of which is hereby acknowledged, hereby grants to Licensee, the right to enter upon certain lands of the Town (the "Land") for the permitted use described in Exhibit A attached hereto and incorporated herein. Access to the Land shall be for the purpose of conducting the permitted use only and for no other purpose. Access to the Land is pursuant to a license granted by Town; there is no landlord-tenant relationship created by this agreement with respect to the use of the Land for the permitted use. LICENSEE shall repair any damage caused to the Town's property by access to the Land.

2) LICENSEE assumes all risk of all loss, damage, or injury to persons (including, without limitation, personal injuries resulting in death) or property and from all claims, demands, suits, liabilities, obligations and expenses arising therefrom, including reasonable legal fees and expenses, caused by or in any way connected with the exercise of the rights granted hereunder, except to the extent the same shall arise out of the sole negligent or sole intentional acts or omissions of any employee, officer, agent, invitee or representatives of Town. In the event that any judgment, lien or other encumbrance is placed upon or levied against the property of the Town in any suit or other proceedings due to LICENSEE's activities, LICENSEE will at once cause the same to be dissolved and discharged by giving bond or otherwise.

3) Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, LICENSEE shall hold the Town harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of LICENSEE or of its officers or employees when acting within the course and scope of their employment.

4) The State of New York follows a policy of self-retained risk of loss against casualty, public liability, fire and extended coverage (including theft and loss) and property damage. Suits for bodily injury and property damage are brought in the New York State Court of Claims, which is supported by a multi-million-dollar appropriation. Employees are protected against suits under Public Officers Law Section 17 for actions or alleged actions that occur while they are acting within the scope of their employment. The State of New York has the full resources of its taxing powers to respond to any claims for liabilities for any loss, destruction, or damage which may arise during the term of this agreement. Provisions of the State's response to any claims for liability as may arise during the term of this agreement are set forth in the New York State Court of Claims Act and any damages arising from such liability shall issue from the New York State Court of Claims Fund or any applicable, annual appropriation of the Legislature.

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 not later than three (3) days after the date of such accident.

6) No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

7) This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If any term of this Agreement or any application thereof is adjudged invalid or unenforceable, the remainder of this Agreement and any other application thereof shall not be affected but shall remain in effect. This Agreement constitutes the entire agreement between the parties concerning the matters set forth herein, and any prior or contemporaneous agreement or understanding shall have no effect. This Agreement shall not be modified or amended except by a writing signed by the party against whom enforcement of the modification or amendment is sought.

8) This Agreement is not assignable by LICENSEE. This agreement may not be relied upon by any party other than Town and LICENSEE. There are no third-party beneficiaries of this agreement.

9) 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 contract shall be physically amended forthwith to make such insertion.

10) This Agreement shall be effective as of the date first set forth above and the term of this Agreement shall terminate on March 16, 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set for above.

TOWN OF AMHERST

LICENSEE

By: _____
 Brian J. Kulpa
 Town Supervisor

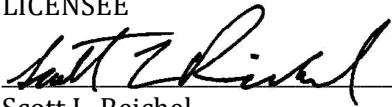
By: 
 Name: Scott L. Reichel
 Title: Major – NYSP Special Operations

EXHIBIT A**TOWN PROPERTY DESCRIPTION (with legal description or clear boundary map/aerial image attached):**

Glen Park- Williamsville, NY

**DESCRIPTION OF LICENSEE PERMITTED USE:**

Use for Swift Water Rescue Training.


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 27305

RESOLUTION 2023-301
ADOPTED

Installation of Street Lighting N. Maplemere Road Extension TOA Job No: 2020.028A

We are hereby requesting authorization for the installation of fourteen (14) street lights at the above referenced location.

During the course of construction, the Town of Amherst requires the developer to install street lighting along new public roadways. Following installation, the proposed lighting will be accepted by the Town for ownership and maintenance. As such, National Grid requires a Town Board resolution authorizing the installation of the proposed street lighting.

May we have your approval for the installation of fourteen (14) street lights?

3/20/2023

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: 03/20/23 07:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 27306

RESOLUTION 2023-302
ADOPTED

Resolution Authorizing Supervisor to Sign Form HC140 for Sanitary Sewer Manhole Adjustment on Sheridan Drive (Route 324) From Niagara Falls Boulevard to Harlem Road NYSDOT PIN 5086.31; D265000 TOA Job #2023.012 CRS #3902

The New York State Department of Transportation (NYSDOT) has an upcoming pavement rehabilitation and pedestrian signals upgrade project on Sheridan Drive between Niagara Falls Boulevard and Harlem Road. As part of this project, it will be necessary for NYSDOT to adjust the Town's existing sanitary manhole covers within the project limits. Enclosed are four (4) copies of NYSDOT Form HC-140 for the adjustment of sanitary manholes at **no** cost to the Town.

We are requesting an approved resolution authorizing the Supervisor to sign these utility work agreements granting the State of New York authority to perform the adjustments for the Town of Amherst and agreeing that the Town will maintain the facilities adjusted via State-let contract.

Four (4) executed HC-140 Forms signed by the Town Supervisor will be sent along with four (4) certified resolutions to the NYSDOT and once fully executed they will return one (1) signed HC-140 Forms for our records.

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

3/20/2023

Consent

FINANCIAL IMPACT:

none

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

NEW YORK STATE DEPARTMENT OF TRANSPORTATION UTILITY WORK AGREEMENT

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: 5086.31	F.A. Project No.:
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of Erie
Contract No.: D265000	

Project Description: **PAVEMENT RESURFACING WITH ADA COMPLIANCE REQUIREMENTS
AND PEDESTRIAN SIGNALS UPGRADE
NY ROUTE 324 FROM US ROUTE 62 TO NY ROUTE 240
TOWN OF AMHERST, ERIE COUNTY**

State – Municipality, Reimbursable by Items and Labor Exchange (ILE)

necessitates the adjustment of utility facilities as hereinafter described, the owner, **Town of Amherst**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note, "Coordination with the Utility Schedule", and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

I. Existing Facilities (describe type, size, capacity, location, etc.)

The Town of Amherst has existing sanitary sewer lines within highway boundary of NY Route 324 (Sheridan Drive).

presently located on **NY State Right-of-Way** as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

Adjustment of manhole cover elevations.

per contract documents

for an estimated \$ N/A

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT**

II. Financial Responsibility (check appropriate boxes):

- ☐ The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- ☒ Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide, at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement if required.)
- ☐ Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly, or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- ☐ Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- ☐ Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- ☐ Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- ☐ The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

NEW YORK STATE DEPARTMENT OF TRANSPORTATION UTILITY WORK AGREEMENT

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- ☒ Contract let by the Commissioner.
- ☐ Contract let by the Owner. (check applicable statement, i.e., a or b)
- ☐ a. Best Interests of State.
- ☐ b. Utility not sufficiently staffed or equipped.
- ☐ By the Owner's forces.

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- ☒ There will be no extension of service life, improved capacity, nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- ☐ There is betterment described as follows:

- ☐ The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- ☐ The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of \$_____ to cover the cost of the betterment as described above.
- ☐ The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT**

VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes)

☒ Federal Highway Administration's Federal-Aid Policy Guide Part 645.

☒ Contract documents: Contract Number: D265000

PIN: 5086.31

Plan Sheets No.: Electronic copy of the proposed contract plans

☐ Owner's Plan Sheets _____

☐ Owner's Estimate Sheets Form No. FIN 223c

☒ Resolution dated _____, by _____

☒ Granting the State of New York authority to perform the adjustment for the owner.

☒ Agreeing to maintain facilities adjusted via State-let contract.

☐ Authorizing deposit of funds by the owner.

☒ Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name) Owner or Agent	(Signature)	Title	Date
----------------------------------	-------------	-------	------

Sherman Lane For the NYSDOT Commissioner of Transportation	Statewide Utility Engineer	Title	Date
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Attachment: Chris - PIN 5086.31_HC140_Sheridan2023 (RES-2023-302 : Sanitary Sewer Manhole Adjustment on Sheridan Drive (Route 324))

SPECIAL NOTE**COORDINATION WITH THE UTILITY SCHEDULE**

The contractor must coordinate their schedule of operations with the various utility owners involved with the project and shall verify utility information found in the contract documents. Utility revisions required by the various utility owners in connection with this project include:

The Town of Amherst – Sanitary Sewer**Utility Owner's Field Contact:**

Christopher Schregel, LSIT
Principal Engineer Assistant
Town of Amherst Engineering Dept.
1100 N. Forest Road,
Williamsville, NY 14221
O: (716) 631-7154
cschregel@amherst.ny.us

The Town of Amherst has existing sanitary sewer lines within highway boundary of NY Route 324 (Sheridan Drive).

Reimbursable work to be done by the State's contractor:

The project requires the following work to be done at this location, per details in the contract documents:

Adjustment of manhole cover elevations. (During Construction by the States Contractor.)

The work is to be done by the State's contractor and paid by contract items.

The State's Engineer-In-Charge, in coordination with the State's contractor, shall notify the Town of Amherst in writing **2 weeks** before commencing work on their facilities at each location and for each occurrence of work.

The State's Engineer-In-Charge will provide record plans to the Town of Amherst.

Additional Notes

1. The Contractor is governed by and must adhere to the provisions of 16 NYCRR Part 753 (Protection of Underground Facilities).
2. The Standard Specifications shall apply to all utility facility adjustments.
3. The State's contractor shall refer to the "User's Guide to Safe Excavation Practices in New York State" found at https://www.digsafelynewyork.com/sites/default/files/excavatorManual_WebVersion.pdf

PIN 5086.31

5A

4. The State's contractor shall verify the stakeholder's facility information found in the details in the contract documents and provide any additional information as requested in the contract documents. The State's contractor shall notify the State's Engineer-In-Charge (EIC) of any discrepancies that are found.
5. If there will be incursion into a stakeholder's facilities' tolerance zone, notify the stakeholder's field contact at least three (3) business days prior to beginning work near the stakeholder's facilities.
6. Any unintentional contact with a stakeholder's facility must be immediately reported to the State's Engineer-In-Charge. The stakeholder's field contact must give approval before work can continue.
7. If additional adjustments become necessary beyond those detailed in the contract documents, then additional adjustments and time frames shall be coordinated by the State's Engineer-in-Charge. Such timeframes shall not be included within previously established time frames.

END OF COMBINED COORDINATION WITH THE UTILITY SCHEDULE

Revised 2022 October 27 – EJSC, AJP

Attachment: Chris - PIN 5086.31_HC140_Sheridan2023 (RES-2023-302 : Sanitary Sewer Manhole Adjustment on Sheridan Drive (Route 324))

*RESOLUTION GRANTING THE STATE OF NEW YORK AUTHORITY TO PERFORM THE
ADJUSTMENT FOR THE OWNER AND AGREE TO MAINTAIN FACILITIES ADJUSTED VIA STATE-
LET CONTRACT*

RESOLUTION 2023-XXX

WHEREAS, the State of New York Department of Transportation proposes the construction, reconstruction, or improvement of US Route 324 Sheridan Drive from Niagara Falls Boulevard to Harlem Road in the Town of Amherst and located in Erie County, PIN 5086.31, and

WHEREAS, the State will include as part of the construction, reconstruction, or improvement of the above mentioned project adjustment of the Town's existing sanitary sewer manholes pursuant to Section 10, Subdivision 24, of the State Highway Law, as shown on the contract plans relating to the project and meeting the requirements of the owner, and

WHEREAS, the service life of the relocated and or replaced utilities has not been extended, and

WHEREAS, the adjustment of sanitary sewer facilities is at no cost to the Town of Amherst, and

WHEREAS, the State will provide for the reconstruction of the above mentioned work, as shown on the contract plans relating to the above mentioned project, and

NOW, THEREFORE,

BE IT RESOLVED, that the Town of Amherst approves of the adjustment of the Town's existing sanitary sewer manhole covers and the above-mentioned work performed on the project and shown on the contract plans relating to the project and that the Town of Amherst will maintain or cause to be maintained the adjusted facilities performed as above stated and as shown on the contract plans, and

BE IT FURTHER RESOLVED, that the Town Supervisor has the authority to sign, with the concurrence of the Board, any and all documentation that may become necessary as a result of this project as it relates to the Town of Amherst, and

BE IT FURTHER RESOLVED, that the Town Clerk of the Town of Amherst is hereby directed to transmit five (5) certified copies of the foregoing resolution to the New York State Department of Transportation, and

BE IT FURTHER RESOLVED, that this Resolution is effective immediately.

I, _____, duly appointed and qualified _____, do hereby CERTIFY that the foregoing resolution was adopted at a meeting duly called and held in the office of _____, a quorum being present on the _____ day of _____, and that said copy is true, correct and compared copy of the original resolution so adopted and that the same has not been revoked or rescinded.

WITNESSETH, my hand and seal this _____ day of _____

Attachment: Chris - Resolution Sheridan PIN 5086.31 - HC-140, Sanitary Only (RES-2023-302 : Sanitary Sewer Manhole Adjustment on Sheridan


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 27307

RESOLUTION 2023-303
ADOPTED

Change Order No. 2 & Final – MKS Plumbing, Corp. – Plumbing Contract North Amherst Recreation Center Football Fieldhouse TOA Project No. 2021.044 CRS No. 3908

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 \$573.00. This change will cover the costs associated having to winterize the building after the water connection was completed by ECWA after a significant delay. The training of Town maintenance personnel is also included within this change order so they may successfully complete this task day-forward on an annual basis.

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.

3/20/2023

Consent

FINANCIAL IMPACT:

KP2207.4972 \$573.00.

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 - Plumbing 655 New Rd East Amherst, Ny 14051	CONTRACT INFORMATION: Contract For: Plumbing Construction Date: July 05, 2022	CHANGE ORDER INFORMATION: Change Order Number: PC-02 Date: March 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> M.K.S. Plumbing Corp. 19 Ransier Drive West Seneca, NY 14224

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

RFP-003 - Winterization North Amherst Field House

The original Contract Sum was	\$ 128,000.00
The net change by previously authorized Change Orders	\$ 2,353.00
The Contract Sum prior to this Change Order was	\$ 130,353.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 573.00
The new Contract Sum including this Change Order will be	\$ 130,926.00

The Contract Time will be unchanged 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. ARCHITECT <i>(Firm name)</i>	M.K.S. Plumbing Corp. CONTRACTOR <i>(Firm name)</i>	Town of Amherst OWNER <i>(Firm name)</i>
SIGNATURE Michael Hitzel, Architect PRINTED NAME AND TITLE	SIGNATURE Anthony Marchitte, Project Manager PRINTED NAME AND TITLE	SIGNATURE Brian Armstrong PRINTED NAME AND TITLE
DATE	DATE	DATE

716-675-5771 PHONE
716-675-0441 FAX



26369

19 Ransier Drive, West Seneca, NY 14224
(716) 675-5771 Phone (716) 675-0441 Fax

AUTHORIZED EXTRA WORK REPORT

Job Name: Amherst field house
Address: _____
Customer Contact: _____
Address: _____

Date: 1-31-23
Job #: M-2224

DESCRIPTION OF WORK:

Blew down domestic water lines for
winterization

LABOR

TRADE	EMPLOYEE	HOURS WORKED		
		REG.	1 1/2	2
F	T. Queffelec	2	4	
J	T. Vogel	2	4	

TOOLS & EQUIPMENT

DESCRIPTION	EQUIP. #	USED
SERVICE VAN		
PICK UP		1
SEWER CAMERA		
SEWER MACHINE		
DRAIN MACHINE		
SEWER JETTER		
air compressor		4

MATERIALS

QTY	DESCRIPTION	QTY	DESCRIPTION	SUPPLIER	TICKET#

SUBCONTRACTOR	HOURS WORKED		
	REG.	1 1/2	2

Job Completed?

yes no



Authorized Signature: _____


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Highway
 Initiated by: **Stephen Bryan**
 Co-Sponsored by:

DOC ID: 27255

RESOLUTION 2023-304
ADOPTED

Niagara Frontier Equipment Sales Inc Extension for Tractor Parts CRS #3903/2291

The Highway Department is requesting the Town Board authorize an agreement extension for Tractor Parts for Resolution 2021-54 for BID #2020028A for Niagara Frontier Equipment Sales, Inc.; and will be valid from the date of execution by the Town of Amherst Board through 1/11/2025.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS#3903/2291) and the approval of the Town Attorney.

3/20/2023

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

CONTRACT EXTENSION

Let this document stand as an Agreement between NIAGARA FRONTIER EQUIPMENT SALES and THE TOWN OF AMHERST permitting the Town of Amherst to participate in the purchase of Chainsaws, mowers and miscellaneous small equipment and parts:

NIAGARA FRONTIER EQUIPMENT and the Town of Amherst,
BID # 2020028A EXTENSION, Tractor Parts
from 1/11/2021 through 1/11/2023 through 1/11/2025
for NIAGARA FRONTIER EQUIPMENT, Inc. as outlined in the Town of Amherst Resolution
2021-54.

Agreed to and Accepted by:

NIAGARA FRONTIER EQUIPMENT SALES

By: [Signature] Signature
KARL HENAGA Print Name
C.M. Title

Date: 03-01-23

Agreed to and Accepted by:

TOWN OF AMHERST

By: [Signature] BRIAN KULPA
Supervisor
Date: _____

Bid #2020028A Tractor Parts		
	Low Bid	
		Niagara Frontier Equipment Sales
		% Discount
1	Ford/New Holland Parts – All Models and engines	5%
2	Kubota Parts – All Models and engines	No Bid
3	Case – All Models and engines	No Bid
4	John Deere Parts – All Models and engines	No Bid
5	Caterpillar – All models and engines	No Bid
		Hourly Rate
6	Labor Rate Per Hour for Service - Shop	No Bid
7	Labor Rate Per Hour for Service – On Road	No Bid
NOTES:		
Vendor modified shipping terms to: Prices shall be quoted FOB Shipping Point.		
Shipping prices should be quoted.		
See page 5 paragraph 10. Orders need to be picked up or UPS.		

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Page 1 of 14
BID NO.2020028A



Town of Amherst
Contract Compliance & Administration Department

INVITATION TO BID # 2020028A

Tractor Parts

COVID19 PROCEDURE CHANGES

Due to limited staffing and precautions being taken due to COVID-19, bid openings will be closed to the public. Bid openings will be live streamed on the Town's website (www.amherst.ny.us). In an effort to eliminate face-to-face contact with staff, bids delivered to Town Hall should be placed in the bid box in the rotunda (on the left side at the top of the stairs at the Main St. entrance). Bid packets may not be larger than 18" x 2-1/4" to fit in the slot. If your bid packet is larger than the indicated size, please break it up into multiple smaller packages

Bid Instructions:

- **Four (4) copies of the proposal are required.**
- **All four (4) bid packets may be placed in one sealed envelope.**
- **In each of the four (4) bid packets being submitted, EACH page requiring a signature, must be an original signature, and must be signed in BLUE INK.**
- **If you are submitting bids for more than one job, please put in separate envelopes, marked with the Bid number.**

Please submit to:

Town of Amherst
Contract Compliance & Administration – 2nd Floor
5583 Main Street
Williamsville, New York 14221

NOTE: Lower left hand corner of envelope **MUST** indicate the following:

BID NUMBER: 2020028A

OPENING DATE November 19, 2020 TIME: 12:00 PM

FOR: Tractor Parts

NAME OF BIDDER: NIAGARA FRONTIER EQUIPMENT SALES, 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:

<u>X</u>	EXHIBIT "A" - Assignment of Public Contracts
<u>N/A</u>	EXHIBIT "D" - Bid Bond (Formal Bid) 5%
<u>X</u>	EXHIBIT "F" - Agreement Addendum
<u>X</u>	EXHIBIT "G" - Non-Collusive Bidding Certification
<u>X</u>	EXHIBIT "I" - Certification of Compliance with the Iran Divestment Act
<u>N/A</u>	EXHIBIT "W" - Prevailing Wage Schedule

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Page 2 of 14
BID NO.2020028A

NOTICE TO BIDDERS

**Town of Amherst
Contract Compliance & Administration Department**

**Bid #2020028A
Tractor Parts**

Sealed proposals for the above mentioned project in the Town of Amherst, NY will be received by the Contract Compliance & Administration Office in the Municipal Building, Williamsville, NY 14221 on or before 12:00 PM local time on November 19, 2020.

Specifications may be obtained via e-mail to khalton@amherst.ny.us or examined at the Contract Compliance & Administration Office of the Town of Amherst between the hours of 8:00 AM and 4:00 PM through the bid opening date, excluding Saturdays, Sundays and Holidays.

By Order of the Town Board
Town of Amherst, New York

Lynda L. Juul
Director of Finance

October 28, 2020

Attachment: NFE (RES-2023-304 : Niagara Frontier Equipment Sales Inc Extension for Tractor Parts CRS # 3903/2291)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Page 3 of 14
BID NO.2020028A

Town of Amherst
Contract Compliance & Administration Department

BID SPECIFICATIONS

ITEM NO	CATALOG NO/DESCRIPTION	
	Price Per NYS Contract if Applicable	
	NYS Contract # _____	
		% Discount From Manufacturers List
1	Ford/New Holland Parts – All Models and engines	5 %
2	Kubota Parts – All Models and engines	
3	Case – All Models and engines	
4	John Deere Parts – All Models and engines	
5	Caterpillar – All models and engines	
		Hourly Rate
6	Labor Rate Per Hour for Service - Shop	
7	Labor Rate Per Hour for Service – On Road	
	No Additional Charges will be considered	

NAME OF BIDDER: NIAGARA FRONTIER EQUIPMENT SALES, INC.

PRICES SHALL BE QUOTED F.O.B. SHIPPING POINT
SEE PAGE 5 PARAGRAPH 10. ORDERS NEED TO BE
PICKED UP OR UPS

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Page 4 of 14
BID NO.2020028A

INTRODUCTION

Through this Bid, the Town of Amherst seeks to establish an Agreement for purchase of Tractor Parts at a discounted rate from Manufacturer List Price. To verify list price the awarded vendor will be responsible to supply current manufacturer's list price at time of invoicing. A per hour labor rate is also requested for service in shop and on the road.

No additional charges will be considered.

CONTRACT TERM:

The Town of Amherst is awarding a two-year term contract from the date of Town Board approval. This contract may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst.

BID RESULTS

Bid results cannot be given over the phone. All requests for bid results should be submitted via e-mail to: Khalton@amherst.ny.us

INTERPRETATION OF DOCUMENTS

All questions about the meaning or intent of the specifications must be submitted via email to khalton@amherst.ny.us. Please include Bid #2020028 Tractor Parts in the e-mail subject line. Replies will be issued by Addenda and emailed to all parties recorded as having received the proposal documents. Questions received within 5 days of the bid opening will not be responded to.

Town of Amherst

Contract Compliance & Administration Department

INSTRUCTIONS TO BIDDERS (FORMAL)

1. **Bid shall be submitted on these Town of Amherst bid forms** or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. **ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT**
2. **Late Proposals.** Any responses received after the date and time prescribed will not be considered for contract award.
3. **Emergency Closings.** In the event the closing of certain Town facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Town's control, only bids received in the Contract Compliance & Administration Department prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. **Any change in wording or interlineation by a bidder of the inquiry** as published by the Town of Amherst shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. **The Town of Amherst reserves the right to reject any and all bids**, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The Town does not obligate itself to accept the lowest or any other proposal.
6. **Award to the lowest responsible bidder.** For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Contract Compliance & Administration Department, to present information and documentation to the Director of Contract Compliance & Administration, to satisfy the Town that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. **Contract(s) or purchase order(s) will be awarded** after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. **This EXECUTORY CLAUSE** shall be a part of any agreement entered into pursuant to this bid:

It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the Town of Amherst and appropriated therefore, and no liability on account thereof shall be incurred by the Town beyond the monies available and appropriated for the purpose thereof.

9. **Failure to meet delivery schedule** as per accepted bid may result in legal action by the Town of Amherst to recover damages. ~~SHIPPING POINT. DELIVERY NOT AVAILABLE. PICKUP ON UPS~~
10. **Prices shall be quoted F.O.B. Destination**, delivered inside (The dock or inside office). "Tailgate delivery" will not be accepted unless specified by the Town of Amherst.
11. **Collect transportation charges will not be paid by the Town of Amherst.** All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included. There will be no additional charges for delivery.
12. **No taxes are to be billed to the Town of Amherst.** Proposals shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The Town of Amherst Purchase Order is an exemption certificate. Any applicable taxes from which the Town of Amherst is not exempt shall be listed separately as cost elements, and added into the total net price.
13. **The successful respondent shall comply with all laws, rules, regulations and ordinances** of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.
14. **Gratuities, Illegal or Improper Schemes.** The Town may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Town official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The Town may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the Town shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. **Insurance shall be procured by the Successful Bidder before commencing work**, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in the Agreement Addendum, unless otherwise stipulated in these Bid Specifications. If the insurance is not provided in acceptable form within this period of time, then the Director of Contract Compliance & Administration may declare the vendor non-responsive and award the contract to the next responsible vendor.
16. **Any cash discount** which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The Town of Amherst policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Town will take the discount when payment is made. The Town will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.
17. **Changes in work.** The Town may, as the need arises, through the Director of Contract Compliance & Administration, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and the Town through the Director of Contract Compliance & Administration.
18. **Bid offering material other than that of specified manufacturer or trade name** will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.
19. **If material or services other than those specified in this bid document are offered**, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:
 - (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Director of Contract Compliance & Administration Department, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
 - (b) Descriptive literature of item offered, for evaluation.
 - (c) List of installations in the Town of Amherst of the item offered.
 - (d) List of other installations.
20. **Any additional information** for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.
21. **Workmanship must meet with the approval of the department head(s) involved, and shall be first class** in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.
22. **Contractor shall Clean up and remove** all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.
23. **THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days** from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Contract Compliance & Administration Department. Upon withdrawal of the bid pursuant to this paragraph, the Contract Compliance & Administration Department will forthwith return the bidder's security deposit.
24. **Prices charged to the Town of Amherst** are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
25. **Price is Firm.** The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. **Extension of price protection.** Any contract entered into pursuant to this bid to supply the Town of Amherst requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst. All extensions shall be submitted in writing and shall have prior approval by the Town of Amherst, Director of Contract Compliance & Administration.
27. **In executing this bid, the bidder affirms** that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the Town will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
28. **The undersigned shall be fully accountable** for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, Town, County or State officer or agency empowered to investigate the contract or his performance.
29. **Termination of contract:**
- a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.
 - b. At its option, the Town may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the Town.
 - c. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.
30. **The successful bidder to whom the bid is awarded shall indemnify and hold harmless** the Town of Amherst and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.
31. **Status as an independent contractor:** The successful Bidder to whom the bid is awarded and the Town agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the Town or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the Town or any department, agency or unit thereof.
32. **Governed by New York law:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.
33. **A contract formed by the acceptance of this bid** shall be deemed to have been let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities pursuant to General Municipal Law 103 (16).

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Page 11 of 14
BID NO.2020028A

EXHIBIT "I"**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: NIAGARA FRONTIER EQUIPMENT SALES INC.
Signature: [Signature]
Print Name: KARL HEINICH
Title: G.M.
Date: 11-11-20

Sworn To Before Me This

11th Day of November, 2020

[Signature]
Notary Public



Attachment: NFE (RES-2023-304 : Niagara Frontier Equipment Sales Inc Extension for Tractor Parts CRS # 3903/2291)

EXHIBIT "F"**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.

Revised 12.30.19

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.
6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.
7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:
- (a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
 - (b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
 - (c) Affirmative action as required by the Labor Law.
 - (d) Prevention of dust hazard required by Labor Law Section 222-a.
 - (e) Preference in employment of persons required by Labor Law Section 222.
 - (f) Eight-hour workday as required by Labor Law Section 220(2).
 - (g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
 - (h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.
8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Page 14 of 14
BID NO. 2020028A

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 JANUARY 4, 2021. 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:

NIAGARA FRONTIER EQUIPMENT SALES
Print Name of Company

By:

Signature

Printed name

Date: 11-11-20

Agreed to and Accepted by:

Town of Amherst

By:

Brian J. Kulpa, Supervisor

Date:

11/11/20

Attachment: NFE (RES-2023-304 : Niagara Frontier Equipment Sales Inc Extension for Tractor Parts CRS # 3903/2291)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Page 8 of 14
BID NO.2020028A



Town of Amherst

Contract Compliance & Administration Department

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME NIAGARA FRONTIER EQUIPMENT SALES, INC.

ADDRESS OF PRINCIPAL OFFICE:

STREET 4060 LAKE AVE

CITY Lockport STATE NY

ZIP 14094 AREA CODE 716 PHONE 434-2000

Check one: CORPORATION ☒ PARTNERSHIP ☐ INDIVIDUAL ☐

FEDERAL ID NUMBER: 16-1302268

E-MAIL ADDRESS: PARTS@NFESALES.COM

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

If foreign corporation, state if authorized to do business in the State of New York:

YES ☒ NO ☐

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE:

STREET 4060 LAKE AVE

CITY Lockport STATE NY

ZIP 14094 AREA CODE 716 PHONE 434-2000

NAMES AND ADDRESSES OF PARTNERS:

(Rev. 7/2017)

Attachment: NFE (RES-2023-304 : Niagara Frontier Equipment Sales Inc Extension for Tractor Parts CRS # 3903/2291)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Page 9 of 14
BID NO.2020028A

EXHIBIT "A"



Town of Amherst
Contract Compliance & Administration Department

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Town of Amherst Director of Contract Compliance & Administration.

(Rev. 7/2017)

Attachment: NFE (RES-2023-304 : Niagara Frontier Equipment Sales Inc Extension for Tractor Parts CRS # 3903/2291)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Page 10 of 14
BID NO.2020028A

EXHIBIT "G"



Town of Amherst

Contract Compliance & Administration Department

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 NOVEMBER, 20 20

TERMS NET 30 DELIVERY DATE AT DESTINATION LOCKPORT

FIRM NAME NIAGARA FRONTIER EQUIPMENT SALES, INC.

ADDRESS 4060 LAKE AVE

LOCKPORT, NY ZIP 14094

AUTHORIZED SIGNATURE Karl Hetrick

TYPED NAME OF AUTHORIZED SIGNATURE Karl Hetrick

TITLE G.M. TELEPHONE NO. 716-434-2000

(Rev. 7/2017)

Attachment: NFE (RES-2023-304 : Niagara Frontier Equipment Sales Inc Extension for Tractor Parts CRS # 3903/2291)



CERTIFICATE OF LIABILITY INSURANCE

13.M.1.a

12/19/2022

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

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

PRODUCER The Moore Insurance Agency Inc. 15 25th Street Watervliet NY 12189	CONTACT NAME: Dennis Dunbar PHONE (A/C, No, Ext): (518) 273-9501 FAX (A/C, No): (518) 273-1125 E-MAIL ADDRESS: ddunbar@moorea.com
INSURED Niagara Frontier Equipment Sales Inc 4060 Lake Avenue Lockport NY 14094	INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL22121903515

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		Q37-5150720	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ Garage liab. ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			Q01-5180314	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$			Q25-5170506	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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 Y	N/A	Q85-5106158	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

The Town of Amherst is added as an additional insured on a primary & noncontributory basis

CERTIFICATE HOLDER

CANCELLATION

Town of Amherst
5583 Main Street

Williamsville

NY 14221-5488

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

AUTHORIZED REPRESENTATIVE

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**Workers'
Compensation
Board**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Niagara Frontier Equipment Sales Inc. 4060 Lake Avenue Lockport NY 14094 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 716-234-2000 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1302268
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville NY 14221-5488	3a. Name of Insurance Carrier Flagship City Insurance Co. 3b. Policy Number of Entity Listed in Box "1a" Q85-5106158 3c. Policy effective period 01/01/2023 to 01/01/2024 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Philip J Moore

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:

(Signature)

12/29/22
(Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-273-9501 ext 1512

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



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) NIAGARA FRONTIER EQUIPMENT SALES INC. 4060 LAKE AVENUE LOCKPORT, NY 14094 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 7166227041 1c. Federal Employer Identification Number of Insured or Social Security Number 16-1302268
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF AMHERST 5583 MAIN ST WILLIAMSVILLE, NY 14221	3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York 3b. Policy Number of Entity Listed in Box "1a" Z02538-000 3c. Policy effective period 1/1/2020 to 3/5/2024

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 3/7/2023 By Beth A. Schmitt
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Highway
 Initiated by: **Stephen Bryan**
 Co-Sponsored by:

DOC ID: 27318

RESOLUTION 2023-305

ADOPTED

Authorize Supervisor to Sign Contract with Fastenal Company CRS #3924

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst approves the contract with Fastenal Company for industrial and commercial supplies and equipment.

WHEREAS, the contract is Sourcewell #091422 - FAS for the terms of 1/26/2023 through 11/08/2026.

NOW THEREFORE, BE IT RESOLVED, the Town Board authorizes the piggyback contract with Fastenal Company; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System (CRS#3924) and approval of the Town Attorney.

3/20/2023

Consent

FINANCIAL IMPACT:

Town Wide

Various TBD

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

AGREEMENT

Let this document stand as an Agreement between the FASTENAL COMPANY and the Town of Amherst permitting the Town of Amherst to participate in the purchase of MRO equipment and industrial and commercial supplies and equipment with the :

FASTENAL COMPANY (thru SOURCEWELL)

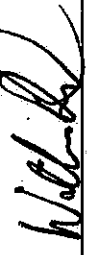
Contract # 091422 - FAS

01/26/2023 through 11/08/2026

for MRO industrial and commercial supplies and equipment.

Agreed to and Accepted by:

FASTENAL COMPANY

By: 
Signature

William Drazkowski
Print Name

Executive Vice President
Title

Date: 3/15/2023

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

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. A failure by Contractor to assure that any policy procured by any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contract and subject the Contractor to forfeiture of its performance bond, if~~

Attachment: DOC031623-03162023091833 (RES-2023-305 : Authorize Supervisor to Sign Contract with Fastenal Company CRS # 3924)

~~any, and to pay liquidated damages to the Town of no less than \$2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.~~

(e) A failure by Contractor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contract, ~~and subject the Contractor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than \$2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.~~

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

- (a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
- (b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (c) Affirmative action as required by the Labor Law.
- (d) Prevention of dust hazard required by Labor Law Section 222-a.
- (e) Preference in employment of persons required by Labor Law Section 222.
- (f) Eight-hour workday as required by Labor Law Section 220(2).
- (g) Chapter 32 of the Town of Amherst: Minority Women and Business

Utilization Commitment.

(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

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:

Fastenal Company
Print Name of Company

By:

William Drazkowski
Signature

William Drazkowski
Printed name

Agreed to and Accepted by:

Town of Amherst

By:

Brian J. Kulpa, Supervisor

Date: _____

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under 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). The list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will 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.

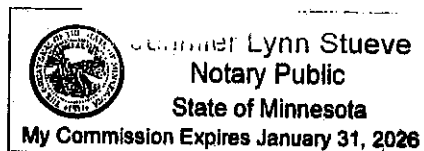
During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment 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 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: Fastenal Company
 Signature: William Drazkowski
 Print Name: William Drazkowski
 Title: Executive Vice President
 Date: 3/15/2023

Sworn To Before Me This

15 Day of March, 2023
Johnnie Stueve
 Notary Public



Revised 4.2017



CERTIFICATE OF LIABILITY INSURANCE

13.M.2.a

DATE

1/1/2024

12/2/2022

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 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 of this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	
INSURED 1492126 FASTENAL COMPANY AND WHOLLY OWNED SUBSIDIARIES PO BOX 978 WINONA MN 55987	FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Company of America	NAIC # 256
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17527316 **REVISION NUMBER:** XXXXXXXX

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 TERM EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	TC2J-GLSA-8B355607-TIL-23	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8B355632-TIL-23	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	N	CUP-9T184625-23-NF	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
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	N/A	UB-8S077493-23-51-R	1/1/2023	1/1/2024	☒ 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)

Town of Amherst is primary non-contributory additional insured under General Liability and Auto. Umbrella Policy follows form of underlying policies

CERTIFICATE HOLDER**CANCELLATION**

17527316

Town of Amherst
5583 Main St
Williamsville NY 14221

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

AUTHORIZED REPRESENTATIVE

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**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) Fastenal Company 2001 Theurer Blvd. Winona, MN 55987 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 315-748-7701 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 410948415
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St Williamsville, NY 14221	3a. Name of Insurance Carrier THE CHARTER OAK FIRE INSURANCE COMPANY 3b. Policy Number of entity listed in box "1a" UB-85077616-23-51-K 3c. Policy effective period 01/01/2023 to 01/01/2024 3d. The Proprietor, Partners or Executive Officer are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Bessie Fletcher
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Bessie Fletcher 01/30/2023
(Signature) (Date)

Title: Sr. Customer Solutions Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: 804-527-4812

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.


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27298

RESOLUTION 2023-306
ADOPTED

Cleaner - PT/Building Maintenance/Facilities

Please appoint a Cleaner - PT to the Building Maintenance/Facilities Department. Effective March 21, 2023, Temporary, \$14.20 ph for James Gnozzo.

Contingent upon completing all pre-employment requirements.

3/20/2023

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: 03/20/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27293

RESOLUTION 2023-307
ADOPTED

Legal Secretary/Attorney's Office

Please create and appoint a Legal Secretary to the Attorney's Office. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 21, 2023 at an annual salary of \$56,029.73, Grade 5, Step A of the Exempt Non-Department Head Salary Schedule for Renee Sliwa.

This is a lateral appointment.

3/20/2023

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: 03/20/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27295

RESOLUTION 2023-308
ADOPTED

Program Coordinator (Senior Services)/Senior Center

Please appoint a Program Coordinator (Senior Services) to the Amherst Center of Senior Services. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 21, 2023 at an annual salary of \$50,543, Grade 9, Step E for Cynthia Weiss.

This is a promotion for an employee currently serving as Recreation Leader (Sr. Citizens).

3/20/2023

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: 03/20/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27296

RESOLUTION 2023-309
ADOPTED

Records Inventory Clerk/Town Clerk

Please appoint a Records Inventory Clerk to the Town Clerk's Office. Provisional, pending satisfactory completion of a Civil Service Examination. Effective April 3, 2023 at an annual salary of \$42,499, Grade 4, Step F for Amy Miller.

Contingent upon completing all pre-employment requirements.

3/20/2023

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: 03/20/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27297

RESOLUTION 2023-310
ADOPTED

Program Leader (Youth)/Youth & Recreation

Please appoint a Program Leader (Youth) to the Youth & Recreation Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 21, 2023 at an annual salary of \$38,674, Grade 7, Step A for Gregory Potter.

Contingent upon completing all pre-employment requirements.

3/20/2023

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: 03/20/23 07:00 PM
 Department: Information Technology
 Initiated by: **David J. Willer**

Co-Sponsored by: **Councilmember Shawn Lavin**

DOC ID: 27308

RESOLUTION 2023-311

ADOPTED

Comtec of WNY Statement of Work, CRS #3905

Pending successful completion of the contract routing process, please authorize the Supervisor to sign an agreement with Comtec of WNY Inc. This agreement is for regular and emergency rates should there be a fiber optic cable service disruption. This agreement will expire on March 20, 2024.

3/20/2023

Consent

FINANCIAL IMPACT:

A1681-4110 on an as needed basis

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



March 7, 2023

Town of Amherst
5583 Main Street
Williamsville, NY 14221

The following is our list of regular and emergency response rates and out-of-scope services. This includes our crews to mobilize to site and provide emergency or other out-of-scope services to repair or replace damaged fiber optic cable, conduit, innerduct, or other associated equipment/material. Pricing will be valid from March 21, 2023 and will expire on March 20, 2024.

Regular Scheduled Work-Line Crew (3 man crew and bucket truck)	\$556.65
Saturday, Sunday, Holiday, and Emergency Call out Rate-Line Crew (3 man crew and bucket truck)	\$1,113.30
Regular Scheduled Work-Underground Crew (3 man crew and truck)	\$556.65
Saturday, Sunday, Holiday, and Emergency Callout Rate-Underground Crew (2 man crew and truck)	\$1,113.30
Regular Scheduled Work-Fiber Optic Splicer	\$185.55
Saturday, Sunday, Holiday, and Emergency Callout Rate-Fiber Optic Splicer	\$371.10
Regular Scheduled Work-Flagger	\$136.25
Saturday, Sunday, Holiday and Emergency Callout Rate-Flagger	\$272.50
Regular Scheduled Work-Line Worker/UG laborer per hour	\$185.55
Saturday, Sunday, Holiday. And Emergency Callout Rate-Line/UG laborer per hour	\$371.10

Note: Materials will be billed at cost plus 15%

We have compiled our quotation for this project to fit the scope of work as we understand it.
Thank you for giving Comtec an opportunity to bid on this project.

Client: Town of Amherst

(Signed)
(Printed Name)
(Title)
(Date)

Comtec of WNY Inc.

(Signed)
(Printed Name) James W. Edwards, Jr.
(Title) Vice President
(Date) 3/07/23

Attachment: comtec final (RES-2023-311 : Comtec of WNY Statement of Work, CRS #3905)

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.
2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.
3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.
4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.
 - (a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.
 - (b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least \$5,000,000.00.
 - (c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.
 - (d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

Revised 12.30.19

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. **No Assignment:** In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. **Required Provisions of Law:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

- (a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
- (b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (c) Affirmative action as required by the Labor Law.
- (d) Prevention of dust hazard required by Labor Law Section 222-a.
- (e) Preference in employment of persons required by Labor Law Section 222.
- (f) Eight-hour workday as required by Labor Law Section 220(2).
- (g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
- (h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Revised 12.30.19

Attachment: comtec final (RES-2023-311 : Comtec of WNY Statement of Work, CRS #3905)

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:

Comtec of WNY Inc.

Print Name of Company

By:

Signature

James W. Edwards, Jr.

Printed name

Date: 03/07/23

Agreed to and Accepted by:

Town of Amherst

By:

Brian J. Kulpa, Supervisor

Date:

Revised 12.30..19

Attachment: comtec final (RES-2023-311 : Comtec of WNY Statement of Work, CRS #3905)

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.

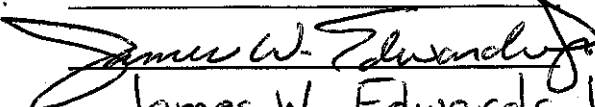
During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment 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:

COMTEC OF WNY INC.

Signature:



Print Name:

James W. Edwards Jr.

Title:

Vice President

Date:

March 8TH 2023

Sworn To Before Me This

8TH Day of March 2023


 Notary Public
 MICHAEL T. TRACHIMOWICZ
 Notary Public, State of New York
 Qualified in Niagara County
 Reg. No. 01TR6024156
 My Commission Expires 5/3/2023

Revised 4/2017



CERTIFICATE OF LIABILITY INSURANCE

CONFORM-01

CZAC0006

 DATE REVISED
10/28/2021

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

IMPORTANT: If the certificate holder is an additional insured, the policy does not have automatic renewal provisions. The certificate holder is advised to review the terms and conditions of the policy, which may require an endorsement. A statement on the certificate does not confer rights to the certificate holder in the event of a claim.

Insured: National Dental Companies, Inc. 201 Canal St. Buffalo, NY 14203	Agent: CNA Insurance Company, AKA ACSE 10000 21st Ave. Buffalo, NY 14203 CNA Insurance Company Buffalo, NY 14203 CNA Insurance Company Buffalo, NY 14203
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COVERAGE	CERTIFICATE NUMBER	RENEWAL NUMBER																														
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE PERSON NAMED ABOVE FOR THE POLICY PERIOD INDICATED. WITHIN THE POLICY PERIOD, THE POLICY OR COVERAGE OF ANY LIABILITY CAUSING DAMAGE WITH RESPECT TO THE POLICY PERIOD MAY BE ISSUED OR MAY BE EXCLUDED. THE INSURANCE AFFORDED BY THE POLICIES LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF EACH POLICY. THIS SUMMARY HAS BEEN PROVIDED BY AND CNA.																																
<table border="1"> <thead> <tr> <th>TYPE OF COVERAGE</th> <th>INSURED</th> <th>POLICY NUMBER</th> <th>START DATE</th> <th>END DATE</th> <th>COVERAGE</th> </tr> </thead> <tbody> <tr> <td> ☒ COMMERCIAL GENERAL LIABILITY ☐ PLUMBING ☐ ELECTRICAL ☐ MECHANICAL ☐ OTHER </td> <td>X</td> <td>8-221543</td> <td>11/1/2022</td> <td>11/1/2023</td> <td> BODILY INJURY \$1,000,000 PROPERTY DAMAGE \$500,000 PERSONAL & ADULTERY \$100,000 MEDICAL EXPENSE \$100,000 PRODUCTS/COMPLETION \$100,000 </td> </tr> <tr> <td> ☒ AUTOMOBILE LIABILITY ☐ AUTO RENTAL ☐ AUTO PHYSICAL DAMAGE ☐ AUTO THEFT ☐ AUTO EQUIPMENT </td> <td></td> <td>8-221543</td> <td>11/1/2022</td> <td>11/1/2023</td> <td> BODILY INJURY \$1,000,000 PROPERTY DAMAGE \$500,000 PERSONAL & ADULTERY \$100,000 MEDICAL EXPENSE \$100,000 PRODUCTS/COMPLETION \$100,000 </td> </tr> <tr> <td> ☒ UMBRELLA LIABILITY ☐ EXCESS LIABILITY ☒ RETENTION \$10,000 </td> <td></td> <td>8-221543</td> <td>11/1/2022</td> <td>11/1/2023</td> <td> BODILY INJURY \$1,000,000 PROPERTY DAMAGE \$500,000 PERSONAL & ADULTERY \$100,000 MEDICAL EXPENSE \$100,000 PRODUCTS/COMPLETION \$100,000 </td> </tr> <tr> <td> ☐ FIDELITY & BOND ☐ DIRECTORS & OFFICERS ☐ EMPLOYERS' LIABILITY ☐ PROFESSIONAL LIABILITY </td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	TYPE OF COVERAGE	INSURED	POLICY NUMBER	START DATE	END DATE	COVERAGE	☒ COMMERCIAL GENERAL LIABILITY ☐ PLUMBING ☐ ELECTRICAL ☐ MECHANICAL ☐ OTHER	X	8-221543	11/1/2022	11/1/2023	BODILY INJURY \$1,000,000 PROPERTY DAMAGE \$500,000 PERSONAL & ADULTERY \$100,000 MEDICAL EXPENSE \$100,000 PRODUCTS/COMPLETION \$100,000	☒ AUTOMOBILE LIABILITY ☐ AUTO RENTAL ☐ AUTO PHYSICAL DAMAGE ☐ AUTO THEFT ☐ AUTO EQUIPMENT		8-221543	11/1/2022	11/1/2023	BODILY INJURY \$1,000,000 PROPERTY DAMAGE \$500,000 PERSONAL & ADULTERY \$100,000 MEDICAL EXPENSE \$100,000 PRODUCTS/COMPLETION \$100,000	☒ UMBRELLA LIABILITY ☐ EXCESS LIABILITY ☒ RETENTION \$10,000		8-221543	11/1/2022	11/1/2023	BODILY INJURY \$1,000,000 PROPERTY DAMAGE \$500,000 PERSONAL & ADULTERY \$100,000 MEDICAL EXPENSE \$100,000 PRODUCTS/COMPLETION \$100,000	☐ FIDELITY & BOND ☐ DIRECTORS & OFFICERS ☐ EMPLOYERS' LIABILITY ☐ PROFESSIONAL LIABILITY							
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DESCRIPTION OF OPERATIONS/LOCATIONS: NATIONAL DENTAL COMPANIES, INC. IS A DENTAL SERVICE PROVIDER. THE POLICY IS SUBJECT TO THE TERMS, EXCLUSIONS AND CONDITIONS OF EACH POLICY. THIS SUMMARY HAS BEEN PROVIDED BY AND CNA.

CERTIFICATE HOLDER Insured: National Dental Companies, Inc. 201 Canal St. Buffalo, NY 14203	CANCELLATION NOTICE OF THE POLICY IS REQUIRED TO BE CANCELLED BEFORE THE EXPIRATION DATE. NOTICE WILL BE PROVIDED IN ACCORDANCE WITH THE POLICY TERMS.
--	--

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Attachment: comtec final (RES-2023-311 : Comtec of WNY Statement of Work, CRS #3905)



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) COMTEC OF WNY INC. 6310 SOUTH TRANSIT ROAD LOCKPORT, NY 14094 <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 716-625-8807 1c. Federal Employer Identification Number of Insured or Social Security Number 161367912
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE, NY 14221	3a Name of Insurance Carrier HARTFORD LIFE AND ACCIDENT 3b Policy Number of Entity Listed in Box "1a" LNY645018 3c Policy effective period 10-01-2022 to 09-30-2023

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 09-19-2022

Elizabeth Tello

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074

Name and Title: Elizabeth Tello – Assistant Director, Statutory Services

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE



1a. Legal Name and address of Insured (Use street address only) Comtec of W.N.Y., Inc 6310 South Transit Road Lockport, NY 14094 <i>Work Location of Insured (Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 716-625-8807 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1431257 1d. Federal Employer Identification Number of Insured or Social Security Number 161367912
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St Williamsville, NY 14221	3a. Name of Insurance Carrier Security National Insurance Company 3b. Policy Number of entity listed in box "1a": SWC1384070 3c. Policy effective period: 04/01/2022-04/01/2023 3d. The Proprietor, Partners or Executive Officers are: ☒ included (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Henry C. Sibley
 (Print name of authorized representative or licensed agent of insurance carrier)

Approved By:  04/01/2022
 (Signature) (Date)

Title: Underwriting Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: CarrierPhone

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

Attachment: comtec final (RES-2023-311 : Comtec of WNY Statement of Work, CRS #3905)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Information Technology
 Initiated by: **David J. Willer**

Co-Sponsored by: **Councilmember Shawn Lavin**

DOC ID: 27311

RESOLUTION 2023-312
ADOPTED

ArcGIS Enterprise Configuration Support, CRS 3920

Pending successful completion of the contract routing process. Please authorize the Supervisor to sign an agreement with Environmental Systems Research Institute Inc. (Esri) Professional Services to provide consulting services for ArcGIS Enterprise installation and configuration support.

3/20/2023

Consent

FINANCIAL IMPACT:

A1681-4110 - not to exceed \$14,480.00

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

AN ESRI
PROPOSAL

January 12, 2023 (revised)

ArcGIS Enterprise Configuration Support

Prepared for:

David Willer, Director of IT
Town of Amherst
Information Technology
5583 Main St.
Buffalo, NY 14221

Esri Quote Number: P013488 (rev 1/12/23)

380 New York Street
Redlands, California 92373-8100 USA
909 793 2853
info@esri.com
esri.com



Introduction:

The Town of Amherst, NY (Amherst) has requested Environmental Systems Research Institute, Inc. (Esri) Professional Services to provide consulting services for ArcGIS Enterprise installation and configuration support. The quote below describes the scope of services, schedule, pricing, terms and conditions, and purchasing instructions.

Scope of Services:

Activity 1 ArcGIS Enterprise Installation and Configuration Support

Esri will provide up to 40 hours of consulting services to assist Amherst with installation and configuration of ArcGIS Enterprise. It is anticipated that consulting services will include the following topics:

- Work with Amherst to develop an implementation and configuration plan prior to the implementation, including a high-level system design with suggested machine specifications.
- Installation and configuration support for a single base deployment ArcGIS Enterprise implementation on up to 4 customer-provided physical, virtual, or cloud servers.
- After the installation and configuration are complete, remaining time will be allocated to knowledge transfer of standard ArcGIS Enterprise technology topics such as: ArcGIS Enterprise administration, creating and connecting to enterprise geodatabases, creating and working with services, and backing up ArcGIS Enterprise.

This activity will be supported remotely from Esri's offices. The Esri consultant(s) will work with direction from Amherst's technical staff and management.

Esri Responsibilities

- Provide up to 40 hours of consulting services as described above.

Amherst Responsibilities

- Communicate project needs and priorities to the Esri consultants.
- Provide appropriate management and technical staff to participate in the remote activities, including points of contacts, business executives, business staff, data subject matter experts, and GIS\IT staff.
- Provide the Esri consultant(s) with access to Amherst's data and system environment, as necessary.

Assumptions

- Pricing assumes all consulting services will be provided remotely from Esri's offices during Esri's normal business hours and no travel will be required of the Esri consultant(s).
- Esri will not be responsible for data clean-up, if needed.
- Consulting support is limited to Esri commercial-off-the-shelf (COTS) software and will not include any non-Esri-based systems.

Schedule:

The schedule will be mutually agreed upon between Amherst and Esri within 10 days after contract award with anticipated end date of 12/31/23.

Pricing:

The pricing provided below has been estimated based upon an anticipated award of a Time-and-Materials (T&M) contract. The required labor hours, including preparation, have been estimated based upon prior experience with work of a similar nature. The total not-to-exceed (NTE) price for the quoted Scope of Services is **\$14,840**.

Item Description	CY Hourly Rates	Estimated Hours	Total (USD)
	2023	2023	
Technical Analyst	\$327		\$0
Technical Consultant	\$371	40	\$14,840
Sr. Technical Consultant	\$458		\$0
Total Not-to-Exceed Price			\$14,840

**Hourly time and materials labor rates have been provided for calendar year 2023. The hourly labor rates for services that are performed after 2023 may be escalated in an amount not to exceed five percent (5%) each year.*

This price is exclusive of any applicable federal, state and/or local taxes for which Esri may collect and Amherst shall remain responsible. Payment terms are contingent upon approval of credit.

Esri anticipates using staff from the Technical Consultant labor category; however, depending on the level of expertise required to perform certain activities during this engagement, Esri may be required to utilize other Esri staff members with a different skill-set and labor category.

T&M consulting services will be conducted under the following conditions:

- In the event Esri completes the Scope of Services for less than the NTE budget, Amherst will only be invoiced for the actual hours expended plus ODCs.
- In the event Esri reaches the NTE budget limit before the Scope of Services is completed, Amherst will have the option to either (a) increase the contract funding in order to allow the work to continue; or (b) instruct Esri to stop work. If Amherst chooses to stop work, Esri will do so without liability.
- Esri reserves the right to reallocate the project funding between Scope of Services activities and/or ODCs, as necessary to facilitate the work effort, provided the overall contract price is not exceeded.

All work will be accomplished in accordance with the Scope of Services with the deliverable being consulting time. If additional work is requested by Amherst in writing beyond the scope of this quote, Esri will provide an updated quote. Esri will perform and invoice Services on a time and materials basis using the labor categories and rates specified for the performance period. Labor, including travel time, will be invoiced on a monthly basis for actual hours expended during the previous month. Meals will be invoiced on a “per diem” basis in accordance with the full daily limits stated in the most current Federal Travel Regulations. Other direct costs (ODCs), including travel-related expenses and meal per diem, will include a fifteen percent (15%) burden. Invoices are to be paid within 30 days of receipt. This quote is valid for a period of 90 days from the submittal date above.

Terms and Conditions:

By purchasing these services, the customer agrees to the **Professional Services Agreement G363CT**, which will take precedence over any other terms and/or customer ordering documents. If not attached, the terms and conditions can be found at:

<https://www.esri.com/en-us/legal/terms/services>

Purchasing:

To order these services as quoted, please email the following items to Ben Schmitz at bschmitz@esri.com or fax to (909) 798-2003.

1. Purchase Order:

- In the amount of the Total NTE Price above
- **Referencing this Quote No. P013488**, dated January 12, 2023

2. A copy of this quote.

When we receive these completed documents, Esri will contact you to discuss staff assignment and schedule. We look forward to supporting you.

Contact:

Ben Schmitz, PMP
Esri Professional Services
35 Village Rd, Suite 501
Middleton, MA 01949
978-777-4543 x8432
bschmitz@esri.com
www.esri.com

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Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Planning
 Initiated by: **Dan Howard**
 Co-Sponsored by:

DOC ID: 27303

RESOLUTION 2023-313

ADOPTED

Authorize the Supervisor to Sign a Contract Amendment Agreement with Sutton Architecture, PLLC. for Foundation Design Services of 44 Sunset Ct. CRS #3894

WHEREAS, the Amherst Town Board has executed a contract extension with SUTTON ARCHITECTURE on April 5, 2021 for architectural services for the construction of a single-family home at 44 Sunset Court, Amherst NY as part of the Amherst Acquisition/New-Construction/Resale program; and

WHEREAS, the current contract has a term from August 12, 2021 through December 31, 2023; and

WHEREAS, the Town desires to amend the contract for \$3,080 in order to receive an engineered foundation design to accommodate the less than optimal soil conditions and complete construction of a single-family house; now therefore be it

RESOLVED, the Town Supervisor, is hereby authorized to execute an amendment of the agreement with Sutton Architecture subject to satisfactory completion of the contract routing process, for the provision of engineering services associated with the construction of a single-family home located at 44 Sunset Court Amherst, NY through December 31 2023, in the amount not to exceed \$11,680.000 (Account N02-84).

3/20/2023

Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves utilizing HOME funds and will have no impact on the Town Budget or tax rate.

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



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulp
Supervisor

Daniel C. Howard
Planning Director

Daniel J. Ulatowski
Assistant Planning

March 8, 2023

Agenda of March 20, 2023

Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Subject: Request to amend Sutton Architecture, PLLC's contract for engineering design services.

Honorable Board Members:

The Town Board is requested to approve an amendment to an existing contract with Sutton Architecture, PLLC to receive engineering services from Glynn Group Engineering & Architecture, PLLC. (Glynn Group) for the foundation design of a new single-family home to be constructed at 44 Sunset Ct.

The original contract with Sutton Architecture, PLLC was approved on April 5, 2021 and has been extended through December 31, 2023 in an amount not to exceed \$8,600.00. An additional \$3,080 is required to receive an engineered foundation design using helical piers by Glynn Group to accommodate the construction of the home on the property.

Please authorize the Supervisor to execute all necessary documents for the contract amendment for the foundation design services of 44 Sunset Ct.

A draft resolution is attached for your consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Enc.

Attachment: tb letter-03152023094021 (RES-2023-313 : Contract Amendment with Sutton Architecture for 44 Sunset Ct.)

“Amendment to an Existing Contract”

This document is in reference to a contract agreement dated 3/19/21, between the following parties that are named below in this document.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

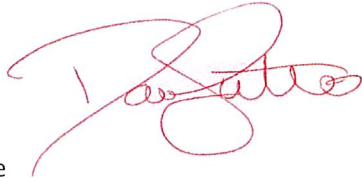
Stated Contract for: new single family home @ 44 Sunset Court Amherst, NY

Addendum:

- 1.) Client (Town of Amherst) has requested Sutton Architecture to engage into a contract with the Glynn Group of Lockport, NY to replace the existing 16 inch x 8 inch perimeter footing with a grade beam and interior spread footings with pile caps. Helical piles will be installed as necessary to support the entire grade beam and pile cap foundation, with foundation wall and steel column design to remain as is.

Total change to contract shall be an additional \$3,080.00 (Three thousand eighty) Dollars, consisting of the proposed fee of \$,2800.00 from Glynn Group + 10% multiplier (\$280.00) applied to consultants bills for handling services.

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.



Signature

Print Name David J. Sutton Date 3/2/23

Sutton Architecture, PLLC

Signature _____

Print Name Brian Kulpa Date _____

Town of Amherst; Town Supervisor



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Police
 Initiated by: **Scott Chamberlin**
 Co-Sponsored by:

DOC ID: 27270

RESOLUTION 2023-314

ADOPTED

Memorandum of Understanding Use of Amherst Police Department Community Policing & Training Facility United States Department of Veterans Affairs Police-Buffalo (CRS #3896)

TOWN BOARD AGENDA ITEM: MARCH 20, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Memorandum of Understanding
 Use of Amherst Police Department Community Policing & Training Facility
 United States Department of Veterans Affairs Police-Buffalo (CRS #3896)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and the United States Department of Veterans Affairs Police-Buffalo with regard to the above-entitled matter. This MOU has successfully completion the Contract Routing System.

Thank you.

SPC: msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: March 20, 2023**)

3/20/2023

Consent

FINANCIAL IMPACT:

A 3122 .02410: Revenue TBD

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN TOWN OF AMHERST POLICE DEPARTMENT
AND UNITED STATES DEPARTMENT OF VETERANS AFFAIRS POLICE - BUFFALO**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made entered into by and between the Town of Amherst, whose address is 5583 Main Street, Williamsville, New York, Town of Amherst Police Department, whose address is 500 John James Audubon Pkwy. Amherst New York 14226 (hereinafter collectively referred to as the "Town"), and the United States Department of Veterans Affairs Police - Buffalo (hereinafter collectively referred to as the "VA Police - Buffalo"), whose address is 3495 Bailey Avenue Buffalo, New York 14226. As used in this MOU, the term "Parties" describes the Town of Amherst Police Department and the United States Department of Veterans Affairs Police - Buffalo.

2. **Purpose.** This Memorandum of Understanding (MOU) constitutes a professional service and shared-use agreement between the parties, wherein the Town of Amherst Police Department will make available to the VA Police - Buffalo, the Amherst Police Departments Community Policing and Training Facility (hereinafter "Facility") at 4220 Bailey Avenue, Amherst, New York for firearms and related law enforcement training as described below. The purpose of this MOU is to establish the terms and conditions for use of the Town of Amherst Police Department Community Policing and Training Facility by the VA Police - Buffalo.

3. **Authorities:** VA Police - Buffalo is authorized to enter into this MOU under the Homeland Security Act of 2002, codified in Title 6, United States Code. Additionally, VA Police - Buffalo is authorized to enter into this agreement pursuant to the Government Employees Training Act, 5 U.S.C. §§ 4101 and 4105, permitting agencies to make agreements or other arrangements for the training of employees of the agency by, in, and through non-governmental facilities.

Nothing in this MOU is intended to conflict with current law, regulation, or policy governing the respective parties. Further, nothing in this MOU is intended to restrict the authority of either party to act as provided by applicable law, regulation, or agency policy. If any term of this agreement is inconsistent with law, regulation, or other authority that that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

4. **Conditions.** In order for VA Police - Buffalo to utilize the Town of Amherst Police Department Community Policing and Training Facility, approval must be given by the Chief of Police or his designee, and an individual memorandum of understanding executed. VA Police - Buffalo is responsible for complying with all applicable Federal law and, to the extent that they do not conflict with Federal law, State, County, Municipal laws, ordinances, and regulations wherein the firearms range/training facility is located. The privilege granted to use the facility will be without cost or expense to the Amherst Police Department or the Town of Amherst.

5. **Use of the Facilities.** The Amherst Police Department agrees to allow the VA Police - Buffalo use of the agreed upon area of the facility, which is located at 4220 Bailey Avenue, Amherst New York to conduct suitable training together with the necessary rights and ingress and egress to the facility. The Amherst Police Department Community Policing and Training Facility will be used for the purpose of training and for the purpose of training.

Policing and Training Facility consists of three separate areas and this MOU specifically covers use of the training area to be used.

- A. Classroom and presentation area located at the southernmost part of the building. Area includes classroom furniture and audio / visual equipment.
- B. Realistic training area.
- C. Firearms Range

6. **Scheduling.** Scheduling for use of the Town of Amherst Police Department Community Policing and Training Facility is done by request in writing or email to the Chief of Police of the Amherst Police Department or his/her designee. Scheduling of the facility will be a mutually agreeable date and time. A designee of the Amherst Police Department will be responsible for maintaining a schedule of events at the facility and communicating the schedule with the parties involved.

7. **Rules and Regulations.**

A. The VA Police - Buffalo will use reasonable care in its use of the Facility and shall be responsible to the Town of Amherst Police Department for conducting all activities in a safe and prudent manner so as not to endanger others while on Town of Amherst property.

B. The VA Police - Buffalo shall return the Facility to the Amherst Police Department after each use in the same condition as before its use, except for reasonable wear and tear as would be expected with the type of training done.

C. The VA Police - Buffalo accepts the Facility in "as is" condition and acknowledges that the Town of Amherst makes no warranty in any manner as to the fitness of the facility for any specific purpose.

D. The VA Police - Buffalo agrees that the facility shall be used solely in the service for law enforcement purposes, such as training and to follow all posted rules and safety regulations.

E. The VA Police - Buffalo agrees to have a qualified instructor present who has attended and completed a safety and orientation briefing presented by an Amherst Police Department facility administrator.

F. The VA Police - Buffalo, its agents, employees, and invitees, agree to abide by all facility and training safety rules and to attend and complete a safety briefing by a qualified instructor before each use.

G. Violations of any of the agreed upon rules and regulations, or any above stated laws, or any damages (negligent or otherwise) may result in the termination of this MOU for VA Police - Buffalo, resulting in the loss of facility usage for the VA Police - Buffalo.

8. **Acknowledgement of Risk.** All persons being trained by the VA Police - Buffalo, or who are at the Facility at the request or invitation of the VA Police - Buffalo, will be at all times under the direct supervision of authorized VA Police - Buffalo instructors.

VA Police - Buffalo and as such, it is a self-insured entity supported by the U.S. Government. The Federal Claims Act, Title 28, U.S.C. Sections 1346 et seq., provides the sole means through which the U.S. Government resolves all issues of liability for the loss or destruction of property or personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the government while acting within the scope of his or her offices or employment.

The VA Police - Buffalo is responsible for ensuring that all personnel using the Facility, while it is assigned to otherwise being used by the VA Police - Buffalo, understand and agree that the use of the Facility is an inherently dangerous activity and that in consideration for being allowed to use the Facility, each individual assumes the risk of injuries that may occur while using the Facility.

The Town of Amherst expressly disclaims any and all liability for damage or injury to VA Police - Buffalo, agents, employees or invitees related to this MOU. The Town of Amherst shall not be liable for theft, vandalism or pilferage of the Facility or any items contained therein.

9. Term of MOU. This MOU becomes effective when approved by the parties identified below and shall remain in effect for five (5) years after the agreement is signed. The parties then have the option to renew the MOU for two (2) additional, five (5) year terms.

Either party may terminate this MOU upon thirty (30) days written notification to the other party. Such notification will be the subject of immediate consultation to the parties to decide upon the appropriate course of action. Additionally, this MOU may be modified upon the mutual written consent of the parties, signed by the signatories to this agreement.

10. General Provisions

A. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the United States, and to the extent that they do not conflict with the laws of the United States, the laws of the State of New York. Any action arising out of this MOU and the parties shall be brought in U.S. District Court. The Chief of Police or their designees have final say on all matters pertaining to safety, usage and administration at the Facility. This supersedes any and all rank or administrative titles carried by members of guest agencies.

B. Entirety of Agreement. This MOU, consisting of [6], pages, represents the entire and integral agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

C. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

D. Sovereign Immunity. The VA Police - Buffalo and the Amherst Police Department and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

E. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The right

duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall in to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only par signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy aris out of a party’s performance or failure to perform any term or condition of this MOU, or to bring an action for the bre of this MOU.

F. Force Majeure. Neither the Town of Amherst nor the VA Police - Buffalo shall be deemed default hereunder if either Party is prevented from performing any of the obligations by reason of strikes, labor dispu acts of God, acts of the public enemy, acts of the government, or sabotage or any other circumstances for which it is responsible or which are not within its control.

11. Funding. The fee schedule for the Facility is listed below. The fees are necessary to maintain Facility at a high standard, parties will agree that any fees will be known and agree to at the time of training schedul Any fees paid by any agency constitute that agency’s willingness to have a well-maintained training venue and at point will any fees paid constitute any ownership, control or unquestioned right to future use of the Facility. If the schedule changes, the Town of Amherst will notify the Parties (60) sixty days prior to changes taking effect.

Firearms Range	\$300 / half day (4 hrs.)
Firearms Range	\$600 / Full day (8 hrs.)
Realistic Training House	\$100 / half day (4 hrs.)
Realistic Training House	\$200 / full day (8 hrs.)
Classroom and Presentation Area: \$75 / each additional hour scheduled outside of normal business hours (8 AM - 4 PM)	

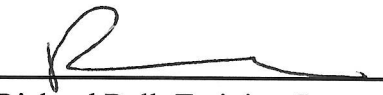
Attachment: MOU (RES-2023-314 : MOU: US Dept. of Veterans Affairs Police (CRS# 3896))

12. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agree to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

United States Department of Veterans Affairs Police - Buffalo

 2/28/23
Richard D. King, Chief of Police Date

 2/28/23
Richard Ball, Training Supervisor Date

Town of Amherst Police Department

Brian J. Kulpa, Town Supervisor Date

Scott P. Chamberlin, Chief of Police Date

Attachment: MOU (RES-2023-314 : MOU: US Dept. of Veterans Affairs Police (CRS# 3896))



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Police
 Initiated by: **Scott Chamberlin**
 Co-Sponsored by:

DOC ID: 27281

RESOLUTION 2023-315

ADOPTED

Travel & Training Request Explosives Handlers & Breaching Course

TOWN BOARD AGENDA ITEM : MARCH 20, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

**RE: Travel & Training Request
 Explosives Handlers & Breaching Course**

Kindly adopt a Resolution authorizing four (4) ERT Officers to attend the above entitled training course. This course is being held in Crestview, Florida from March 26, 2023 through March 31, 2023. The cost for this training and travel is approximately \$12,132.82.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: March 20, 2023**)

3/20/2023

Consent

FINANCIAL IMPACT:

A3121 .4050: \$3,211.84

A3121 .4120: \$7,818.00

*Contingency amount is not included in this breakdown

The Town will be reimbursed the cost for this training by grant funding

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ \$250 or LESS and under 75 miles

Department Head Approval ONLY Required

☒ \$250 + or greater than 75 miles

Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
3/26/2023	3/31/2023	Crestview, FL	Explosive Handlers + Breaching Course - ERT Training

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ \$0.655			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	\$1503.60	A3121.4050	
Lodging:			
5 # nights @ \$	\$1708.24	A3121.4050	
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%	\$414.00	A3121.4120	
16 # Breakfasts @ \$16	\$256.00	"	
14 # Lunches @ \$17	\$238.00	"	
10 # Dinners @ \$31	\$310.00	"	
10 # Incidentals @ \$5	\$50.00	"	
Registration/Conference Fee	\$6,300.00	"	
Other			
Subtotal	\$11,029.84		N/A
Contingency - 10% of subtotal or \$200	\$1,102.98		N/A
TOTAL	\$12,132.82		

Request Approved By:


 Department Head Signature

 3/10/2023
 Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature

Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature

Date

 Complete Shaded Area
 For Expense Reimbursement

Attachment: RedactedTravelFormExplosiveHandlersCourse 3.20.2023 (RES-2023-315 : Travel & Training Request)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 27262

RESOLUTION 2023-316
ADOPTED

Emergency Purchase Authorizations Niagara Falls Boulevard Emergency Sewer Repair Xylem Dewatering Solutions CRS #3904

The Engineering Department Sewer Maintenance Division is requesting the Town Board authorize the Comptroller's Office to pay the attached invoices to Xylem Dewatering Solutions in the amount of \$22,898.68. This emergency purchase was required for the immediate sewer repair on Niagara Falls Boulevard.

Xylem was used for the hose rental to enable the use of WWTP's Godwin pump to bypass flow during the repair and Xylem was able to provide hose that is compatible with that pump.

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.

3/20/2023

Consent

FINANCIAL IMPACT:

G0380; \$22,898.68

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: 1/11/23
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): Xylem - \$22,898.68 Hose Rental
5. Is there adequate funding in your current operating budget to cover this purchase? X
Identify budget Org/Object: G0380 - 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: Niagara Falls Boulevard Emergency Sanitary 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: The pump that was used during the repair is Town-owned and a Godwin pump
8. Department Head Signature: [Signature] Date: 3/7/23

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



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8039 Oak Orchard Road
Batavia, NY 14020
Tel: 585-344-3156
Fax: 585-344-3158

26717 Network Place
Chicago, IL 60673-1267
Phone: 1.855.278.2248 (Opt 1)

NOTE: Valued customers, please note the NEW/ remit address change included on this invoice.

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Town of Amherst
1100 N FOREST RD
WILLIAMSVILLE, NY 14221-3225

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Town of Amherst
1100 N FOREST RD
WILLIAMSVILLE, NY 14221-3225

Cust. No.	Invoice Date	Invoice No.
00001532	03-02-2023	401235174

Customer PO		Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms	
Niagara Falls Blvd Bypass CD150MCR		Mr. Vaisali Reberholt	01-11-2023	204015247	Robert J. LeFevre	Robert J. LeFevre	Net 30	
QTY	ITEM	DESCRIPTION			PER	D/W/M	RATE	AMOUNT
1	CAPGMA005R	Rental 02/08/2023 Thru 02/24/2023 *Return* PrimeGuard 65' NM Mechanical Float Set			1	M	927.00	927.00
4	HSDS080050QDDR	8" x 50' HD Layflat Hose W/QD			1	M	783.00	3,132.00
4	HSWS060020QDSR	6" x 20' Black Water Suction Hose W/QD			1	M	261.00	1,044.00
2	VLCK060F1C00R	6" Check Valve W/150#FL • w/6" QD			1	M	189.00	378.00
12	PPQP080020QD00R	8" x 20' Godwin QD Pipe			1	M	171.00	2,052.00
2	AD080060QMCFG0R	8" MQD x 6" FQD Adapter			1	M	99.00	198.00
2	BN080900QDGG00R	8" 90 Degree QD Bend			1	M	99.00	198.00
1	WY0800QFQFMG00R	8" Godwin QD Wye (F x F x M)			1	M	99.00	99.00
1	TE0800QFQMPPFG00R	8" Godwin QD Pipe W/FNPT Drain			1	M	99.00	99.00
2	BN060900QDGG00R	6" 90 Degree QD Bend			1	M	90.00	180.00

ALL PAST DUE INVOICES ARE SUBJECT TO
1 1/2% PER MONTH SERVICE CHARGE

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.



(SOLUTIONS) GUINTEWA WATERWAYX - UNIFICATION AUTHORITY ASSESSMENT : 916-C202-SEAL) SECTIONAL WAYX : NEWMACHATT

8039 Oak Orchard Road
Batavia, NY 14020
Tel: 585-344-3156
Fax: 585-344-3158

26717 Network Place
Chicago, IL 60673-1267
Phone: 1.855.278.2248 (Opt 1)

NOTE: Valued customers, please note the NEW/ remit address change included on this invoice.

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Town of Amherst
1100 N FOREST RD
WILLIAMSVILLE, NY 14221-3225

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Town of Amherst
1100 N FOREST RD
WILLIAMSVILLE, NY 14221-3225

Page 2 of 2

Cust. No.	Invoice Date	Invoice No.
00001532	03-02-2023	401235174

Customer PO	Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms	
Niagara Falls Blvd Bypass CD150MCR	Mr. Vaisali Reberholt	01-11-2023	204015247	Robert J. LeFevre	Robert J. LeFevre	Net 30	
QTY	ITEM	DESCRIPTION		PER	D/W/M	RATE	AMOUNT
1 1	BAUERQDADAPTERR	6"FCG x 6"FCG		1	M	0.00	0.00
1 2	BAUERQDADAPTERR	6"MQD x 6"MCG		1	M	0.00	0.00
1 1	BAUERQDADAPTERR	6"MQD x 6"FCG		1	M	0.00	0.00
Rental 02/10/2023 Thru 02/24/2023 *Return*							
4	HSDS060050QDDR	6" x 50' HD Layflat Hose W/QD		1 2	D W	37.00 111.00	1,036.00
9	PPQP060020QD00R	6" x 20' Godwin QD Pipe		1 2	D W	15.00 45.00	945.00
2	BN08090QDG000R	8" 90 Degree QD Bend		1 2	D W	11.00 33.00	154.00
1	AD080060QMFG0R	8" MQD x 6" FQD Adapter		1 2	D W	0.00 0.00	0.00
1	PZONEROLLBACK	Pickup Zone - Rollback				440.00	440.00

ALL PAST DUE INVOICES ARE SUBJECT TO
1 1/2% PER MONTH SERVICE CHARGE

Rental	Labor	Shipping	Misc. Charges	Taxes
\$ 10,442.00	\$ 0.00	\$ 440.00	\$ 0.00	\$ 0.00

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

Total Invoice

\$ 10,882.00



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1532
Town of Amherst
1100 N FOREST RD
WILLIAMSVILLE, NY 14221-3225

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Town of Amherst
1100 N FOREST RD
WILLIAMSVILLE, NY 14221-3225

Offrent Date	Sales Representative	Order Taken By	Order Created By
02-27-2023	Robert J. LeFevre	Robert J. LeFevre	Stephen Wenzka
Return Authorization	Called Offrent By	Location Phone	Cell Phone
Niagara Falls Blvd Bypass CD150MCR	Mr. Vaisali Reberholt		
Terms	Site Contact	Pickup Zone	Transaction
Net 30	Mr. Vaisali Reberholt		Local Rental Contract

Pick-Up Instructions

Qty Expected	Qty Picked Up	✓	E-Code	Description	"D"	Return Hours	Return Fuel
12	12	☐		8" x 20' Godwin QD Pipe			
4	4	☐		8" x 50' HD Layflat Hose W/QD			
3	3	☐		8" MQD x 6" FQD Adapter			
1	1	☐		8" Godwin QD Wye (F x F x M)			
4	4	☐		8" 90 Degree QD Bend			
1	1	☐		8" Godwin QD Pipe W/FNPT Drain			
1	1	☐		8" FQD x 6" MQD Adapter			
4	4	☐		6" x 20' Black Water Suction Hose W/QD			
2	2	☐		6" Check Valve W/150#FL • w/6" QD			
2	2	☐		6" 90 Degree QD Bend			
9	9	☐		6" x 20' Godwin QD Pipe			
4	4	☐		6" x 50' HD Layflat Hose W/QD			

✓ Indicates seen by load checker

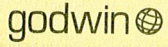
"D" Indicates Damage

Customer Authorization (please print)		Picked Up By		
Name:		Name:	Steve Carmichael	
		Truck#:	177	Date: 2-28-23
				Time: 9:00
Signature: James Sullivan		Checked In By		
		Time:		

Home Office:

84 Floodgate Road, Bridgeport, NJ 08014 • www.godwinpumps.com • (856) 467-3636 • (856) 467-4841

Quotation # 104020056
Contract # 204015247 / 1.00
Picking # 304040634



Qty Expected	Qty Picked Up	✓	E-Code	Description	"D"	Return Hours	Return Fuel
1	1	☐		6"FCG x 6"FCG			
2	2	☐		6"MQD x 6"MCQ			
1	1	☐		6"MQD x 6"FCG			
1	1	☐		PrimeGuard 65' NM Mechanical Float Set			
<i>James Sullivan</i>							

✓ Indicates seen by load checker

"D" Indicates Damage

Home Office:

84 Floodgate Road, Bridgeport, NJ 08014 • www.godwinpumps.com • (856) 467-3636 • (856) 467-4841

Quotation # 104020056
Contract # 204015247 / 1.00
Picking # 304040634



Sold by:

Invoice

Branch 004
8039 Oak Orchard Road
Batavia, NY 14020
Tel: 585-344-3156
Fax: 585-344-3158

Remit to: Xylem Dewatering Solutions, Inc.
26717 Network Place
Chicago, IL 60673-1267
Phone: 1.855.278.2248 (Opt 1)

NOTE: Valued customers, please note the NEW remit address change included on this invoice.



S O L D T O
Town of Amherst
1100 N FOREST RD
WILLIAMSVILLE, NY 14221-3225

S H I P T O
Town of Amherst
1100 N FOREST RD
Buffalo, NY 14221-3225

Cust. No.	Invoice Date	Invoice No.
00001532	02-02-2023	401228769

Page 1 of 1

Customer PO		Ordered By	Contract Date	Rental Contract #	Sales Representative		Order Taken By	Payment Terms
Niagara Falls Blvd Bypass CD150MCR		Mr. Vaisali Reberholt	01-13-2023	204015247	Robert J. LeFevre		Robert J. LeFevre	Net 30
QTY	ITEM	DESCRIPTION			PER	D/W/M	RATE	AMOUNT
Rental 01/13/2023 Thru 02/09/2023								
4	HSDS060050QDDR	6" x 50' HD Layflat Hose W/QD			1	M	333.00	1,332.00
9	PPQP060020QD00R	6" x 20' Godwin QD Pipe			1	M	135.00	1,215.00
2	BN08090QDG000R	8" 90 Degree QD Bend			1	M	99.00	198.00
1	AD080060QMCFG0R	8" MQD x 6" FQD Adapter			1	M	0.00	0.00
1	AD080060QFQMG0R	8" FQD x 6" MQD Adapter			1	M	0.00	0.00
1	DZONEROLLBACK	Delivery Zone - Rollback					440.00	440.00
64	FUELSURCHARGE	Fuel Surcharge by the Mile					0.73	46.72
2023 FEB - 7 A 10:52 TOWN OF AMHERST ENGINEERING DEPARTMENT								
ALL PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE		Rental	Labor	Shipping	Misc. Charges	Taxes		
		\$ 2,745.00	\$ 0.00	\$ 486.72	\$ 0.00	\$ 0.00		
Important Information: Due to fraud attempts any communication for changes of bank account Attachment: Xylem Invoices (RES-2023-316 : Emergency Purchase Authorization - Xylem Dewatering Solutions)								



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Town of Amherst
1100 N FOREST RD
WILLIAMSVILLE, NY 14221-3225

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Town of Amherst
1641 Niagara Falls Blvd
Buffalo, NY 14228

Contract Date	Sales Representative	Order Taken By	Order Created By
01-13-2023	Robert J. LeFevre	Robert J. LeFevre	Stephen Wenzka
Customer PO	Ordered By	Location Phone	Cell Phone
Niagara Falls Blvd Bypass CD150MCR	Mr. Vaisali Reberholt	716-631-7154	
Terms	Site Contact	Delivery Zone	Transaction
Net 30	Mr. Vaisali Reberholt	No Zone Selected	Local Rental Contract

Delivery Instructions

E-Code/Item Code	Qty	Description	Beginning Hours	Fuel
BN08090QDGO00R	2	8" 90 Degree QD Bend		
AD080060QMFG0R	1	8" MQD x 6" FQD Adapter		
AD080060QFQMG0R	1	8" FQD x 6" MQD Adapter		
PPQP060020QD00R	9	6" x 20' Godwin QD Pipe		
HSDS060050QDDR	4	6" x 50' HD Layflat Hose W/QD		
FUELSURCHARGE	64	Fuel Surcharge by the Mile		

Accepted by - Customer's Name: (please print)	Truck#: 179	Delivered by:	Date: 01/13/23	Time:
Customer Signature:	Driver name: (please print) Chuck Earsins	Lessor/Supplier Signature:	Chuck S.	

This order is subject to the Standard Terms and Conditions of Rental - Xylem Americas effective on the date the order is accepted which terms are available <https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between the parties

Home Office:

84 Floodgate Road, Bridgeport, NJ 08014 • www.godwinpumps.com • (856) 467-3636 • (856) 467-4841

Quotation # 104020056
Picking # 304040644

Packet Pg. 303

Attachment: Xylem Invoices (RES-2023-316 : Emergency Purchase Authorization - Xylem Dewatering Solutions)



Sold by:

Invoice

Branch 004
8039 Oak Orchard Road
Batavia, NY 14020
Tel: 585-344-3156
Fax: 585-344-3158

Remit to:
26717 Network Place
Chicago, IL 60673-1267
Phone: 1.855.278.2248 (Opt 1)

NOTE: Valued customers, please note the NEW remit address change included on this invoice.



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Town of Amherst
1100 N FOREST RD
WILLIAMSVILLE, NY 14221-3225

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2023 FEB -7 A 10:52
T O

Town of Amherst
1100 N FOREST RD
WILLIAMSVILLE, NY 14221-3225

Page 1 of 2

Customer PO		Ordered By	Contract Date	Rental Contract #	Sales Representative		Order Taken By	Payment Terms
Niagara Falls Blvd Bypass CD150MCR		Mr. Vaisali Reberholt	01-11-2023	204015247	Robert J. LeFevre		Robert J. LeFevre	Net 30
QTY	ITEM	DESCRIPTION			PER	D/W/M	RATE	AMOUNT
Rental 01/11/2023 Thru 02/07/2023								
1	CAPGMA005R	PrimeGuard 65' NM Mechanical Float Set			1	M	927.00	927.00
4	HSDS080050QDDRR	8" x 50' HD Layflat Hose W/QD			1	M	783.00	3,132.00
4	HSWS060020QDSR	6" x 20' Black Water Suction Hose W/QD			1	M	261.00	1,044.00
2	VLCCK060F1C00R	6" Check Valve W/150#FL • w/6" QD			1	M	189.00	378.00
12	PPQP080020QD00R	8" x 20' Godwin QD Pipe			1	M	171.00	2,052.00
2	AD080060QM0QFG0R	8" MQD x 6" FQD Adapter			1	M	99.00	198.00
2	BN08090QDG000R	8" 90 Degree QD Bend			1	M	99.00	198.00
1	WY080QFQFMG00R	8" Godwin QD Wye (F x F x M)			1	M	99.00	99.00
1	TE080QFQMPFG00R	8" Godwin QD Pipe W/FNPT Drain			1	M	99.00	99.00
2	BN06090QDG000R	6" 90 Degree QD Bend			1	M	90.00	180.00

ALL PAST DUE INVOICES ARE SUBJECT TO
1 1/2% PER MONTH SERVICE CHARGE

13.S.1.a



Sold by:

Branch 004
8039 Oak Orchard Road
Batavia, NY 14020
Tel: 585-344-3156
Fax: 585-344-3158

Invoice

Remit to: Xylem Dewatering Solutions, Inc.
26717 Network Place
Chicago, IL 60673-1267
Phone: 1.855.278.2248 (Opt 1)

NOTE: Valued customers, please note the NEW remit address change included on this invoice.



S O L D T O S H I P T O
Town of Amherst
1100 N FOREST RD
WILLIAMSVILLE, NY 14221-3225

Cust. No.	Invoice Date	Invoice No.
00001532	01-31-2023	401228123

Page 2 of 2

Customer PO		Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms	
Niagara Falls Blvd Bypass CD150MCR		Mr. Vaisali Reberholt	01-11-2023	204015247	Robert J. LeFevre	Robert J. LeFevre	Net 30	
QTY	ITEM	DESCRIPTION			PER	D/W/M	RATE	AMOUNT
1	BAUERQDADAPTER	6"FCG x 6"FCG			1	M	0.00	0.00
2	BAUERQDADAPTER	6"MQD x 6"MQG			1	M	0.00	0.00
1	BAUERQDADAPTER	6"MQD x 6"FCG			1	M	0.00	0.00
1	DZONEROLLBACK	Delivery Zone - Rollback					440.00	440.00
52	FUELSURCHARGE	Fuel Surcharge by the Mile					0.73	37.96

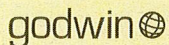
Rental	Labor	Shipping	Misc. Charges	Taxes
\$ 8,307.00	\$ 0.00	\$ 477.96	\$ 0.00	\$ 0.00

13.S.1.a

ALL PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE

Important Information: Due to fraud attempts and communication for change of bank account

Attachment: Xylem Invoices (RES-2023-316 : Emergency Purchase Authorization - Xylem Dewatering Solutions)



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TOWN OF AMHERST
1100 N. FOREST RD
WILLIAMSVILLE NY

Date	Sales Engineer	Ordered By	Location Phone
1-11-23	RL		

Delivery Instructions

E-Code/Item Code	Qty	Description	Beginning Hours	Fuel
	12	8x20 QD PIPE		
	4	8x50 QD LAY FLAT		
	4	6x20 QD S. HOSE		
	2	6 FGD x 8' M QD		
	1	8" QD WYE		
	2	6 QD CK VALVES		
	1	8 QD VENT		
	2	6" QD 90		
	2	8" QD 90°		
	1	PG FLOAT SET.		
	2	6 M QD x 6' M QD		
	1	6' M QD x 6' FCG		
		1-6 FCG x 6 FCG		

Accepted by - Customer's Name (please print)	Delivered by:		
David moehrle	Truck #	Date:	Time:
	12724	1-11-23	1430
Customer Signature:	Driver name: (please print)		Lessor/Supplier Signature:
David moehrle	Steve Campbell		

84 Floodgate Road, Bridgeport, NJ 08014 | Phone: (856) 467-3636 | Fax: (856) 467-4841 | godwinpumps.com

This order is subject to the Standard Terms and Conditions of Rental - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 27263

RESOLUTION 2023-317
ADOPTED

Amend Emergency Purchase Authorization for Kistner Concrete Products Niagara Falls Boulevard Emergency Sewer Repair CRS #3854

The Engineering Department Sewer Maintenance Division is requesting the Town Board approve the amendment of the above referenced emergency purchase authorization approved at the Town Board meeting of February 13, 2023.

A second invoice from Kistner Concrete Products was received after Town Board approval for the remaining four (4) concrete manholes that were used for the emergency sewer repair on Niagara Falls Boulevard. The invoice total is \$11,582.00 bringing the total amount for this emergency purchase with Kistner Concrete Products to \$18,428.00.

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

Thank you for considering this request.

3/20/2023

Consent

FINANCIAL IMPACT:

G0380 \$11,582.00

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

**Amherst Town Board**

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

Francina J. Spoth
 Town Clerk

Meeting: 02/13/23 07:00 PM
 Department: Engineering Services
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 27164

RESOLUTION 2023-212**ADOPTED**

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

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

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

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

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

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

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

Thank you for considering this request.

2/13/2023

Consent

FINANCIAL IMPACT:

G-0380; \$13,347.00

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

Attachment: Kistner TB resolution & Invoice (RES-2023-317 : Amend Emergency Purchase Authorization)

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: 1/18/23
2. Date you received approval from the Supervisor: 1/17/23
3. Date of Town Board work session where Board is notified: 2/13/23
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (attach additional detail if necessary): Kistner Concrete Products - Concrete Manholes; \$6,846.00 Invoice 172238 + \$11,582.00 invoice #172334
5. Is there adequate funding in your current operating budget to cover this purchase? X
Identify budget Org/Object: G0380 - Account established by the Comptrollers Office
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: Niagara Falls Blvd Emergency Sewer Repair
7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so: Already a contract in place with the vendor for a portion of the products needed for the repair - Two manhole bases totaling \$2,764.00 are in the contract
8. Department Head Signature: [Signature] Date: 2/7/2023

CC: Town Board, Town Attorney, Contract Compliance & Administration

For Contract Compliance & Administration Use Only

Date of Town Board Resolution:

Emergency Purchase Tracking/Res #:

Town of Amherst Procurement Policy

13 | Page

Attachment: Kistner TB resolution & Invoice (RES-2023-317 : Amend Emergency Purchase Authorization)

Remit To:

KISTNER CONCRETE PRODUCTS

CORPORATE ACCOUNTING

PO BOX 806

BATAVIA NY 14021

Tel: (585) 815-4600 Ext. 0000

TIN#: 16-0849687

TOWN OF AMHERST
ENGINEERING
DEPARTMENT

2023 FEB 28 A 10:42

Invoice No.	172334
Page No.	1
Invoice Date	2/17/2023
Payment Due	3/19/2023
Payment Terms	NET 30 DAYS

Bill To:

000128

TOWN OF AMHERST

ENGINEERING DEPT

1100 N FOREST RD

WILLIAMSVILLE

NY

14221

Ship To:

TOWN OF AMHERST

1705 NIAGARA FALLS BLVD

AMHERST

NY

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Plant	Ship Date	Packing Slip #
2313568	000128	49	KCP TRUCK	PEMBROKE	2/2/2023	285925&28592

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	DISCOUNT	EXT. PR
1.0000	MH04BF850	MH - BASE-4' DIA FLGD 8" TK 5'0" HT ✓	\$1,382.00	\$0.00	\$1,382
1.0000	MH04C45	MH - CONE-4' DIA 4'6"HT	\$900.00	\$0.00	\$900
1.0000	MH04GOS	MH - GASKET-OFFSET-4' DIA-NEW STYLE	\$45.00	\$0.00	\$45
2.0000	MHPS1815	MH - PIPE SEAL-18" HOLE FOR 15" PIPE-18M-DD	\$422.00	\$0.00	\$844
4.0000	MH-CLAMP-296-2	MH - CLAMP-296 FOR PSX18Y/18M/20A/20Y-USE 2/BOO'	\$0.00	\$0.00	\$0
9.0000	MHSTEP	MH - STEP- STEEL REINFORCED COPOLY POLYPROPL	\$0.00	\$0.00	\$0
1.0000	MH04BF850	MH - BASE-4' DIA FLGD 8" TK 5'0" HT ✓	\$1,382.00	\$0.00	\$1,382
1.0000	MH04C25	MH - CONE-4' DIA 2'6"HT	\$435.00	\$0.00	\$435
1.0000	MH04GOS	MH - GASKET-OFFSET-4' DIA-NEW STYLE	\$45.00	\$0.00	\$45
2.0000	MHPS1815	MH - PIPE SEAL-18" HOLE FOR 15" PIPE-18M-DD	\$422.00	\$0.00	\$844
4.0000	MH-CLAMP-296-2	MH - CLAMP-296 FOR PSX18Y/18M/20A/20Y-USE 2/BOO'	\$0.00	\$0.00	\$0
7.0000	MHSTEP	MH - STEP- STEEL REINFORCED COPOLY POLYPROPL	\$0.00	\$0.00	\$0
1.0000	MH04BF850	MH - BASE-4' DIA FLGD 8" TK 5'0" HT ✓	\$1,382.00	\$0.00	\$1,382
1.0000	MH04C25	MH - CONE-4' DIA 2'6"HT	\$435.00	\$0.00	\$435
1.0000	MH04GOS	MH - GASKET-OFFSET-4' DIA-NEW STYLE	\$45.00	\$0.00	\$45
2.0000	MHPS1815	MH - PIPE SEAL-18" HOLE FOR 15" PIPE-18M-DD	\$422.00	\$0.00	\$844
4.0000	MH-CLAMP-296-2	MH - CLAMP-296 FOR PSX18Y/18M/20A/20Y-USE 2/BOO'	\$0.00	\$0.00	\$0
7.0000	MHSTEP	MH - STEP- STEEL REINFORCED COPOLY POLYPROPL	\$0.00	\$0.00	\$0
1.0000	MH04BF840	MH - BASE-4' DIA FLGD 8" TK 4'0" HT ✓	\$685.00	\$0.00	\$685
1.0000	MH04C25	MH - CONE-4' DIA 2'6"HT	\$435.00	\$0.00	\$435
1.0000	MH04GOS	MH - GASKET-OFFSET-4' DIA-NEW STYLE	\$45.00	\$0.00	\$45
1.0000	MHPS1815	MH - PIPE SEAL-18" HOLE FOR 15" PIPE-18M-DD	\$422.00	\$0.00	\$422
1.0000	MHH	MH - FORMED OR CUT HOLE FOR PIPE	\$0.00	\$0.00	\$0
2.0000	MH-CLAMP-296-2	MH - CLAMP-296 FOR PSX18Y/18M/20A/20Y-USE 2/BOO'	\$0.00	\$0.00	\$0
6.0000	MHSTEP	MH - STEP- STEEL REINFORCED COPOLY POLYPROPL	\$0.00	\$0.00	\$0
3.0000	SC-B-5GP	STRUCTURE COATING - BITUMASTIC-5 GALLON PAIL	\$124.00	\$0.00	\$372
1.0000	SC-B-E	STRUCTURE COATING - BITUMASTIC-EXTERIOR	\$180.00	\$0.00	\$180
3.0000	SC-B-E	STRUCTURE COATING - BITUMASTIC-EXTERIOR	\$100.00	\$0.00	\$300
1.0000	TRUCK-DC	DELIVERY CHARGE	\$560.00	\$0.00	\$560

Sub-total	\$11,582.
Misc	\$0.
Discount	\$0.
Tax EXEMPT	\$0.00
Total	

Packet Pg. 310

Finance Charge of 1% Per Month (12% Per Year) Applied to Past Due Balances.

Attachment: Kistner TB resolution & Invoice (RES-2023-317 : Amend Emergency Purchase Authorization)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 27264

RESOLUTION 2023-318
ADOPTED

New Enterprise Stone & Lime Co., Inc. Payment Authorization

The Engineering Department Sewer Maintenance Division is requesting the Town Board authorize the Comptroller's Office to pay the attached invoices totaling \$5,690.71 to New Enterprise Stone & Lime Co., Inc. for cold patch that was purchased for the Niagara Falls Boulevard Emergency Sewer Repair. The wrong vendor was utilized for this purchase. The Town has a contract for cold patch with a different vendor.

Funding for this purchase is available in account G0380.

Thank you for considering this request.

3/20/2023

Consent

FINANCIAL IMPACT:

G0380 \$5,690.71

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



New Enterprise Stone & Lime Co., Inc.

Buffalo, NY 14227

(716) 826-7310

E-INVOICE

Invoice No.

8011364

Invoice Date

2/22/2023

INVOICE						
Sold To: Amherst Town Engineer 1100 N. Forest Rd Williamsville, NY 14221		FOB: Wehrle Aggregates 8615 Wehrle Drive Wehrle Aggregates Williamsville, NY 14221				
		SERVICE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE APPLIED TO THE ACCOUNT ON ALL PAST DUE INVOICES.				
		<table border="1"> <thead> <tr> <th>TERMS</th> <th>ACCT. NO.</th> </tr> </thead> <tbody> <tr> <td>Net 30 Days</td> <td>80987</td> </tr> </tbody> </table>	TERMS	ACCT. NO.	Net 30 Days	80987
TERMS	ACCT. NO.					
Net 30 Days	80987					
PURCHASE ORDER	SALES ORDER	PLANT				
yard	1000328402	54230100 Wehrle Aggregates				
JOB NO.	JOB NAME					
2022 T. OF AMHERST BID SEASONAL	2022 T. OF AMHERST BID SEASONAL					

Date	Ticket	Description	Qty	Unit	Unit Price	Amount
2/22/2023	50278839	484 COLDPATCH	4.46	Ton	115.00	512.90
2/22/2023	50278839	ASPHALT, ADJUSTMENT, CHARGE	4.46	Ton	0.36	1.61
			Subtotal	4.46	SubTotal	514.51
					Sales Tax	0.00
					Amount Due	514.51

TOTAL DUE 514.51

Please detach and submit this portion with your payment. Thank you.

All invoices already reflect the cash price discount.

ACH/Wire Payment PNC Bank

Bank Acct # 8026302441

Routing # 031207607

EIN: 23-1374051

Payment Voucher			
INVOICE NO.	DUE DATE	ACCT NO.	TOTAL DUE
8011364	3/24/2023	80987	514.51

Make checks payable to New Enterprise Stone & Lime Co., Inc.

Amount Remitted \$ _____

MAIL TO: **New Enterprise Stone & Lime Co., Inc.**
PO BOX 645211
Pittsburgh, PA 15264-5211

Customer: Amherst Town Engineer



New Enterprise Stone & Lime Co., Inc.

Buffalo, NY 14227
(716) 826-7310

E-INVOICE

Invoice No.

8012796

Invoice Date

2/24/2023

INVOICE						
Sold To: Amherst Town Engineer 1100 N. Forest Rd Williamsville, NY 14221		FOB: Wehrle Aggregates 8615 Wehrle Drive Wehrle Aggregates Williamsville, NY 14221				
		SERVICE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE APPLIED TO THE ACCOUNT ON ALL PAST DUE INVOICES.				
		<table border="1"> <thead> <tr> <th>TERMS</th> <th>ACCT. NO.</th> </tr> </thead> <tbody> <tr> <td>Net 30 Days</td> <td>80987</td> </tr> </tbody> </table>	TERMS	ACCT. NO.	Net 30 Days	80987
TERMS	ACCT. NO.					
Net 30 Days	80987					
PURCHASE ORDER	SALES ORDER	PLANT				
2023 Yard	1000365163	54230100 Wehrle Aggregates				
JOB NO.	JOB NAME					
2023 Yard	2023 Yard					

Date	Ticket	Description	Qty	Unit	Unit Price	Amount
2/24/2023	50278936	484 COLDPATCH	3.69	Ton	115.00	424.35
2/24/2023	50278936	ASPHALT, ADJUSTMENT, CHARGE	3.69	Ton	0.36	1.33
Subtotal			3.69		SubTotal	425.68
						Sales Tax 0.00
						Amount Due 425.68

TOTAL DUE 425.68

Please detach and submit this portion with your payment. Thank you.

All invoices already reflect the cash price discount.

ACH/Wire Payment PNC Bank
Bank Acct # 8026302441
Routing # 031207607
EIN: 23-1374051

Payment Voucher			
INVOICE NO.	DUE DATE	ACCT NO.	TOTAL DUE
8012796	3/26/2023	80987	425.68

Make checks payable to New Enterprise Stone & Lime Co., Inc.

Amount Remitted \$ _____

MAIL TO: **New Enterprise Stone & Lime Co., Inc.**
PO BOX 645211
Pittsburgh, PA 15264-5211

Customer: Amherst Town Engineer


New Enterprise Stone & Lime Co., Inc.

 Buffalo, NY 14227
 (716) 826-7310

E-INVOICE

Invoice No.

8008870

Invoice Date

2/16/2023

INVOICE						
Sold To: Amherst Town Engineer 1100 N. Forest Rd Williamsville, NY 14221		FOB: Wehrle Aggregates 8615 Wehrle Drive Wehrle Aggregates Williamsville, NY 14221				
		SERVICE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE APPLIED TO THE ACCOUNT ON ALL PAST DUE INVOICES.				
		<table border="1"> <thead> <tr> <th>TERMS</th> <th>ACCT. NO.</th> </tr> </thead> <tbody> <tr> <td>Net 30 Days</td> <td>80987</td> </tr> </tbody> </table>	TERMS	ACCT. NO.	Net 30 Days	80987
TERMS	ACCT. NO.					
Net 30 Days	80987					
PURCHASE ORDER	SALES ORDER	PLANT				
2023 Yard 2312945	1000365163	54230100 Wehrle Aggregates				
JOB NO.	JOB NAME					
2023 Yard	2023 Yard					

Date	Ticket	Description	Qty	Unit	Unit Price	Amount
2/16/2023	50278427	484 COLDPATCH	9.34	Ton	115.00	1,074.10
2/16/2023	50278427	ASPHALT, ADJUSTMENT, CHARGE	9.34	Ton	0.36	3.36
2/16/2023	50278460	484 COLDPATCH	6.11	Ton	115.00	702.65
2/16/2023	50278460	ASPHALT, ADJUSTMENT, CHARGE	6.11	Ton	0.36	2.20
Subtotal			15.45	SubTotal		1,782.31
				Sales Tax		0.00
				Amount Due		1,782.31

TOTAL DUE	1,782.31
------------------	-----------------

Please detach and submit this portion with your payment. Thank you.

All invoices already reflect the cash price discount.
ACH/Wire Payment PNC Bank

 Bank Acct # 8026302441
 Routing # 031207607
 EIN: 23-1374051

Payment Voucher			
INVOICE NO.	DUE DATE	ACCT NO.	TOTAL DUE
8008870	3/18/2023	80987	1,782.31

Make checks payable to New Enterprise Stone & Lime Co., Inc.

 MAIL TO: **New Enterprise Stone & Lime Co., Inc.**
 PO BOX 645211
 Pittsburgh, PA 15264-5211

Amount Remitted \$ _____

Customer: Amherst Town Engineer

TOWN OF AMHERST

PURCHASE ORDER

P.O. No. **23-13558** 13.S.3.bThis number must appear on
all packages and invoices☐ 5583 Main St., Williamsville, NY 14221-5499☒ Engineering Department
1100 North Forest Rd., Williamsville NY 14221

Federal ID#: 16-6002157

VENDOR'S NO.: 17446 123456789Claimant's Name and Address
New Enterprise Stone & Lime Co., Inc.
PO Box 645211
Pittsburgh, PA 15264-5211

FUND APPROPRIATION

FUND APPROPRIATION

Fund	Dept./ District	Object	Amount	Fund	Dept./ District	Object	Amount
	G 0380		2,968.21				

Total: \$2,968.21☐ Check box if partial payment (P.O. will remain open)☐ Separate Check Required

Quantity	Description of Materials or Services	Unit Price	Amount
1	Cold Patch w/Asphalt Adjustment Charge - Invoice 8007427	1,811.15	1,811.15
1	Cold Patch - Invoice 8006000	260.71	260.71
1	Cold Patch - Invoice 8005300	896.35	896.35
		0.00	
		0.00	

Due Date: Vendor Invoice#: **Total: \$2,968.21**

Date of Town Board Resolution (if needed):

INVOICES MUST BE RENDERED ON ATTACHED FORM (VOUCHER) FURNISHED BY THE TOWN OF AMHERST AND MUST BE PROPERLY SIGNED. THE TOWN WILL NOT BE RESPONSIBLE FOR MERCHANDISE DELIVERED WITHOUT A RECEIPT SIGNATURE.

Received by: BP
Date Received: 2/2/23**SALES TAX
EXEMPT**

All purchase contracts involving an aggregate expenditures of more than \$20,000 and all contracts for public works for more than \$35,000 must be competitively bid.

**PURCHASE
AUTHORIZATION**

Department Head or Director of Purchasing

Audited By:

Date:

Contracts:

Signed Contract: Y / N

Town Board Approval Date:

Bids Received: Y / N

Town Board Approval: Y / N

Date:

DEPARTMENT APPROVAL (SPACE BELOW FOR MUNICIPAL USE)

The above services or materials were rendered or furnished to the municipality on the dates stated and the changes are correct.

3/2/23
Date

Authorized Signature

COMPTROLLER'S DEPARTMENT

Date

Packet Pg. 315
Authorized Official

Attachment: NESL voucher & invoices (RES-2023-318 : Payment Authorization)



New Enterprise Stone & Lime Co., Inc.

Buffalo, NY 14227
(716) 826-7310

E-INVOICE

Invoice No.

8007427

Invoice Date

2/02/2023

INVOICE						
Sold To: Amherst Town Engineer 1100 N. Forest Rd Williamsville, NY 14221		FOB: Wehrle Aggregates 8615 Wehrle Drive Wehrle Aggregates Williamsville, NY 14221				
		SERVICE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE APPLIED TO THE ACCOUNT ON ALL PAST DUE INVOICES.				
		<table border="1"> <tr> <th>TERMS</th> <th>ACCT. NO.</th> </tr> <tr> <td>Net 30 Days</td> <td>80987</td> </tr> </table>	TERMS	ACCT. NO.	Net 30 Days	80987
TERMS	ACCT. NO.					
Net 30 Days	80987					
PURCHASE ORDER	SALES ORDER	PLANT				
2023 Yard	1000365163	54230100 Wehrle Aggregates				
JOB NO.	JOB NAME					
2023 Yard	2023 Yard					

Date	Ticket	Description	Qty	Unit	Unit Price	Amount
2/02/2023	50277560	484 COLDPATCH	7.87	Ton	115.00	905.05
2/02/2023	50277560	ASPHALT, ADJUSTMENT, CHARGE	7.87	Ton	0.36	2.83
2/02/2023	50277604	484 COLDPATCH	7.83	Ton	115.00	900.45
2/02/2023	50277604	ASPHALT, ADJUSTMENT, CHARGE	7.83	Ton	0.36	2.82
			Subtotal	15.70	SubTotal	1,811.15
					Sales Tax	0.00
					Amount Due	1,811.15
2/02/2023	50277553	STONE, 1" CRUSHER RUN	16.32	Ton	15.59	254.43
2/02/2023	50277555	STONE, 1" CRUSHER RUN	14.54	Ton	15.59	226.68
2/02/2023	50277572	STONE, 1" CRUSHER RUN	14.55	Ton	15.59	226.83
2/02/2023	50277573	STONE, 1" CRUSHER RUN	17.90	Ton	15.59	279.06
2/02/2023	50277586	STONE, 1" CRUSHER RUN	15.22	Ton	15.59	237.28
2/02/2023	50277590	STONE, 1" CRUSHER RUN	14.54	Ton	15.59	226.68

Please detach and submit this portion with your payment. Thank you.

All invoices already reflect the cash price discount.

ACH/Wire Payment PNC Bank

Bank Acct # 8026302441
Routing # 031207607
EIN: 23-1374051

Payment Voucher

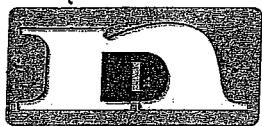
INVOICE NO.	DUE DATE	ACCT NO.	TOTAL DUE
8007427	3/04/2023	80987	5,387.81

Make checks payable to New Enterprise Stone & Lime Co., Inc.

Amount Remitted \$ 1,811.15

MAIL TO: New Enterprise Stone & Lime Co., Inc.
PO BOX 645211
Pittsburgh, PA 15264-5211

Customer: Amherst Town Engineer



New Enterprise Stone & Lime Co., Inc.

Buffalo, NY 14227

(716) 826-7310

E-INVOICE

Invoice No.

8007427

Invoice Date

2/02/2023

Date	Ticket	Description	Qty	Unit	Unit Price	Amount
2/02/2023	50277601	STONE, 1" CRUSHER RUN	15.31	Ton	15.59	238.6
2/02/2023	50277608	STONE, 1" CRUSHER RUN	18.21	Ton	15.59	283.8
2/02/2023	50277614	STONE, 1" CRUSHER RUN	14.91	Ton	15.59	232.4
2/02/2023	50277620	STONE, 1" CRUSHER RUN	15.42	Ton	15.59	240.4
2/02/2023	50277626	STONE, 1" CRUSHER RUN	16.39	Ton	15.59	255.5
2/02/2023	50277631	STONE, 1" CRUSHER RUN	8.25	Ton	15.59	128.6
2/02/2023	50277632	STONE, 1" CRUSHER RUN	17.22	Ton	15.59	268.4
2/02/2023	50277639	STONE, 1" CRUSHER RUN	14.78	Ton	15.59	230.4
2/02/2023	50277641	STONE, 1" CRUSHER RUN	15.86	Ton	15.59	247.2

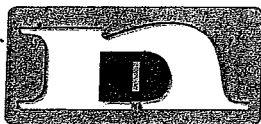
Subtotal	229.42	SubTotal	3,576.66
		Sales Tax	0.00
		Amount Due	3,576.66

TOTAL DUE 5,387.81

Attachment: NESL voucher & invoices (RES-2023-318 : Payment Authorization)

INVOICE SUBTOTAL	5,387.81
TAX	0.00
AMOUNT DUE	\$5,387.81

Customer: Amherst Town Engineer



New Enterprise Stone & Lime Co., Inc.

Buffalo, NY 14227
(716) 826-7310

E-INVOICE

Invoice No.
8006000
Invoice Date
2/10/2023

INVOICE						
Sold To: Amherst Town Engineer 1100 N. Forest Rd Williamsville, NY 14221		FOB: Wehrle Aggregates 8615 Wehrle Drive Wehrle Aggregates Williamsville, NY 14221				
		SERVICE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE APPLIED TO THE ACCOUNT ON ALL PAST DUE INVOICES.				
		<table border="1"> <tr> <th>TERMS</th> <th>ACCT. NO.</th> </tr> <tr> <td>Net 30 Days</td> <td>80987</td> </tr> </table>	TERMS	ACCT. NO.	Net 30 Days	80987
TERMS	ACCT. NO.					
Net 30 Days	80987					
PURCHASE ORDER	SALES ORDER	PLANT				
PO 2312945	1000365163	54230100 Wehrle Aggregates				
JOB NO.	JOB NAME					
2023 Yard	2023 Yard					

Date	Ticket	Description	Qty	Unit	Unit Price	Amount
2/10/2023	50278034	484 COLDPATCH	2.26	Ton	115.00	259.90
2/10/2023	50278034	ASPHALT, ADJUSTMENT, CHARGE	2.26	Ton	0.36	0.81
Subtotal			2.26		SubTotal	260.71
Sales Tax						0.00
Amount Due						260.71

TOTAL DUE	260.71
------------------	---------------

Please detach and submit this portion with your payment. Thank you.

All invoices already reflect the cash price discount.

ACH/Wire Payment PNC Bank

Bank Acct # 8026302441
 Routing # 031207607
 EIN: 23-1374051

Payment Voucher

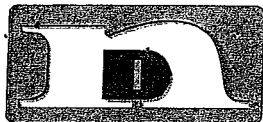
INVOICE NO.	DUE DATE	ACCT NO.	TOTAL DUE
8006000	3/12/2023	80987	260.71

Make checks payable to New Enterprise Stone & Lime Co., Inc.

Amount Remitted \$ 260.71

MAIL TO: New Enterprise Stone & Lime Co., Inc.
 PO BOX 645211
 Pittsburgh, PA 15264-5211

Customer: Amherst Town Engineer



New Enterprise Stone & Lime Co., Inc.

Buffalo, NY 14227
(716) 826-7310

E-INVOICE

Invoice No.

8005300

Invoice Date

2/09/2023

INVOICE						
Sold To: Amherst Town Engineer 1100 N. Forest Rd Williamsville, NY 14221		FOB: Wehrle Aggregates 8615 Wehrle Drive Wehrle Aggregates Williamsville, NY 14221				
		SERVICE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE APPLIED TO THE ACCOUNT ON ALL PAST DUE INVOICES.				
		<table border="1"> <thead> <tr> <th>TERMS</th> <th>ACCT. NO.</th> </tr> </thead> <tbody> <tr> <td>Net 30 Days</td> <td>80987</td> </tr> </tbody> </table>	TERMS	ACCT. NO.	Net 30 Days	80987
TERMS	ACCT. NO.					
Net 30 Days	80987					
PURCHASE ORDER	SALES ORDER	PLANT				
2023 Yard PO 2312945	1000365163	54230100 Wehrle Aggregates				
JOB NO.	JOB NAME					
2023 Yard	2023 Yard					

Date	Ticket	Description	Qty	Unit	Unit Price	Amount	
2/09/2023	50277949	484 COLDPATCH	7.77	Ton	115.00	893.55	
2/09/2023	50277949	ASPHALT, ADJUSTMENT, CHARGE	7.77	Ton	0.36	2.80	
Subtotal			7.77		SubTotal	896.35	
						Sales Tax	0.00
						Amount Due	896.35

TOTAL DUE 896.35

Please detach and submit this portion with your payment. Thank you.

All invoices already reflect the cash price discount.

ACH/Wire Payment PNC Bank
Bank Acct # 8026302441
Routing # 031207607
EIN: 23-1374051

Payment Voucher			
INVOICE NO.	DUE DATE	ACCT NO.	TOTAL DUE
8005300	3/11/2023	80987	896.35

Make checks payable to New Enterprise Stone & Lime Co., Inc.

Amount Remitted \$ 896.35

MAIL TO: New Enterprise Stone & Lime Co., Inc.
PO BOX 645211
Pittsburgh, PA 15264-5211

Customer: Amherst Town Engineer


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 27265

RESOLUTION 2023-319
ADOPTED

Travel Request - Required Operator Training Courses

The Engineering Department is requesting approval to send one (1) employee to attend Basic Laboratory Procedures, Grade 3 Technical Module and Grade 4 Management training courses at the Environmental Training Center at SUNY Morrisville in Morrisville, NY in November 2023.

The total cost for the employee to attend each course is estimated to be \$1,948.38, \$825.65 and \$1,507.56, respectively and includes registration, tolls/mileage reimbursement, lodging and per diem. These classes are also known to fill quickly, so we are also requesting the approval to register the employee for the next available course date, if necessary.

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

Thank you for considering this request.

3/20/2023

Consent

FINANCIAL IMPACT:

G9916-4040 and G9916-4850 \$1,948.38, \$825.65 and \$1,507.56,

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM☐ \$250 or LESS and under 75 miles

Department Head Approval ONLY Required

☐ \$250 + or greater than 75 miles

Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[REDACTED]	[REDACTED]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
11/5/2023	11/11/2023	Environmental Training Center, SUNY Morrisville, NY	Basic Laboratory Procedures

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 355 @ \$0.655	\$232.525	G9916-4040	
Tolls	\$18.48	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 6 @ \$101.00	\$606.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: \$59.00			
1st & Last Day of Travel @ 75%	\$88.50	G9916-4040	
# Breakfasts 5 @ \$13.00	\$65.00	G9916-4040	
# Lunches 5 @ \$15.00	\$75.00	G9916-4040	
# Dinners 5 @ \$26.00	\$130.00	G9916-4040	
# Incidentals 5 @ \$ 5.00	\$25.00	G9916-4040	
Registration/Conference Fee	\$575.00	G9916-4850	
Other			
Subtotal	\$1,771.255 -		N/A
Contingency - 10% of subtotal or \$200	\$177.1255 -		N/A
TOTAL	\$1,948.38 -		

Request Approved By:

Department Head Signature

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature

Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement



Basic Laboratory Procedures

Monday, November 6, 2023 - Friday, November 10, 2023

Register

Registration open through 11/6/2023 11:59 PM Eastern Time (US & Canada)

[Register Now](#)

Details

\$575.00

Prerequisites

Basic Operations

Price

Registration is \$575.00

Location

Crawford Hall Lab Classroom
339

About Us



Attachment: Travel Requests for WWTP (RES-2023-319 : Travel Request)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM☐ \$250 or LESS and under 75 miles

Department Head Approval ONLY Required

☐ \$250 + or greater than 75 miles

Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[REDACTED]	[REDACTED]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
11/12/2023	11/14/2023	Environmental Training Center, SUNY Morrisville, NY	Grade 3 - One Day Technical Module

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 355 @ \$0.655	\$232.525	G9916-4040	
Tolls	\$18.48	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 2 @ \$101.00	\$202.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: \$59.00			
1st & Last Day of Travel @ 75%	\$88.50	G9916-4040	
# Breakfasts 1 @ \$13.00	\$13.00	G9916-4040	
# Lunches 1 @ \$15.00	\$15.00	G9916-4040	
# Dinners 1 @ \$26.00	\$26.00	G9916-4040	
# Incidentals 1 @ \$ 5.00	\$5.00	G9916-4040	
Registration/Conference Fee	\$150.00	G9916-4850	
Other			
Subtotal	\$750.505		N/A
Contingency - 10% of subtotal or \$200	\$75.0505		N/A
TOTAL	\$825.65		

Request Approved By:

Department Head Signature

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature

Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement



Grade 3 - ONE DAY Technical Module

Monday, November 13, 2023 - Monday, November 13, 2023

Register

Registration open through 11/13/2023 11:59 PM Eastern Time (US & Canada)

[Register Now](#)

Details

\$150.00

Prerequisites

Basic Operations

Price

Registration is \$150.00

Location

Crawford Hall - Room 106

About Us



Attachment: Travel Requests for WWTP (RES-2023-319 : Travel Request)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM☐ \$250 or LESS and under 75 miles

Department Head Approval ONLY Required

☐ \$250 + or greater than 75 miles

Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[REDACTED]	[REDACTED]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
11/14/2023	11/18/2023	Environmental Training Center, SUNY Morrisville, NY	Grade 4 Management

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 355 @ \$0.655	\$232.525	G9916-4040	
Tolls	\$18.48	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 4 @ \$101.00	\$404.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: \$59.00			
1st & Last Day of Travel @ 75%	\$88.50	G9916-4040	
# Breakfasts 3 @ \$13.00	\$39.00	G9916-4040	
# Lunches 3 @ \$15.00	\$45.00	G9916-4040	
# Dinners 3 @ \$26.00	\$78.00	G9916-4040	
# Incidentals 3 @ \$ 5.00	\$15.00	G9916-4040	
Registration/Conference Fee	\$450.00	G9916-4850	
Other			
Subtotal	\$1,370.505 -		N/A
Contingency - 10% of subtotal or \$200	\$137.0505 -		N/A
TOTAL	\$1,507.56 -		

Request Approved By:

Department Head Signature

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature

Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement



Grade 4 Management

Wednesday, November 15, 2023 - Friday, November 17, 2023

Register

Registration open through 11/15/2023 11:59 PM Eastern Time (US & Canada)

[Register Now](#)

Details

\$450.00

Prerequisites

Basic Operations

Price

Registration is \$450.00

Location

Crawford Hall - Room 106

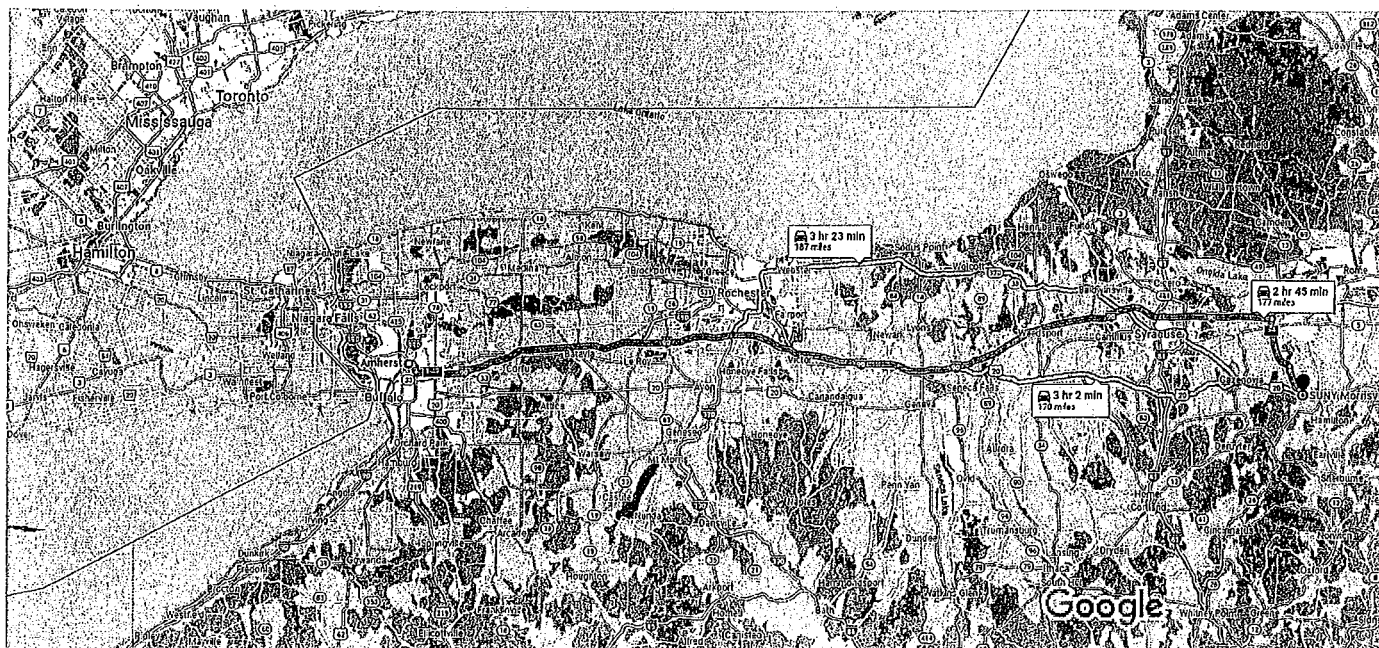
About Us



Google Maps

Amherst, New York to SUNY Morrisville, 80
Eaton St, Morrisville, NY 13408

Drive 177 miles, 2 hr 45 min



Map data ©2023 Google 10 mi

Amherst
New York

▲ This route has tolls.

Get on I-290 E from Campus Dr W

- ↑ 1. Head east on Campus Dr W 2 min (0.7 mi)
- ↘ 2. Turn right onto Campus Ln 0.3 mi
- ↙ 3. Turn left at the 1st cross street onto NY-240 N 0.1 mi
- ↗ 4. Turn right to merge onto I-290 E 285 ft
- 0.2 mi

Follow I-90 E to NY-13 S/N Peterboro St in Canastota. Take
exit 34 from I-90 E

- ↗ 5. Merge onto I-290 E 2 hr 22 min (161 mi)
- 1.8 mi
- ↙ 6. Take exit 1-49 on the left to merge onto I-90 E
toward Albany
- ▲ Toll road
- 159 mi

Attachment: Travel Requests for WWTP (RES-2023-319 : Travel Request)

3/3/23, 3:05 PM

Amherst, NY to SUNY Morrisville - Google Maps

➤ 7. Take exit 34 for NY-13 toward Canastota/Oneida

⚠ Toll road

0.5 mi

Take Oxbow Rd and Old County Rd to Chenango St/Suny School District in Morrisville

24 min (15.8 mi)

↶ 8. Turn left onto NY-13 S/N Peterboro St

1.3 mi

↑ 9. Continue straight onto Oxbow Rd

8.4 mi

↑ 10. Continue onto Pleasant Valley Rd

0.7 mi

↶ 11. Turn left onto Old County Rd

3.9 mi

➤ 12. Turn right onto Swamp Rd

0.3 mi

↑ 13. Continue onto Cedar St

0.5 mi

↶ 14. Turn left onto Main St

128 ft

➤ 15. Turn right onto Eaton St

0.5 mi

↶ 16. Turn left onto Madison Rd

0.2 mi

↑ 17. Continue onto Chenango St/Suny School District

📍 Destination will be on the right

443 ft

SUNY Morrisville

80 Eaton St, Morrisville, NY 13408

Attachment: Travel Requests for WWTP (RES-2023-319 : Travel Request)

Thruway Authority

Toll and Distance Calculator

**Tolls from
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290
to
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13**

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS TOLLS *	TOLLS BY MAIL
Williamsville Highway Gantry --> Exit 47 (I-90 - NYS Thruway)	\$1.87	\$2.15	\$2.43
Exit 47 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	\$0.72	\$0.83	\$0.94
Exit 46 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	\$0.51	\$0.59	\$0.67
Exit 45 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	\$0.17	\$0.20	\$0.22
Exit 44 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	\$2.57	\$2.96	\$3.35
Exit 39 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	\$0.30	\$0.34	\$0.38
Exit 36 (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	\$0.18	\$0.21	\$0.23
Exit 35 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	\$0.11	\$0.12	\$0.14
Exit 34A (I-90 - NYS Thruway) --> Exit 34 (I-90 - NYS Thruway)	\$0.67	\$0.78	\$0.88
Total	\$7.10	\$8.18	\$9.24
NY E-ZPASS CUSTOMERS WILL SAVE \$2.14. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY			

* Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.

Approximate Distance: 158.8 miles

Calculate return tolls for Canastota - Oneida - Chittenango - NY Route 13 to Niagara Falls - I-290

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Pembroke Service Area	Milepost 397
Scottsville Service Area	Milepost 366
Clifton Springs Service Area	Milepost 337
Port Byron Service Area	Milepost 310

3/3/23, 3:08 PM

Toll and Distance Calculator - New York State Thruway

SERVICE AREA	MILEPOST
DeWitt Service Area	Milepost 280

Calculate Another Trip

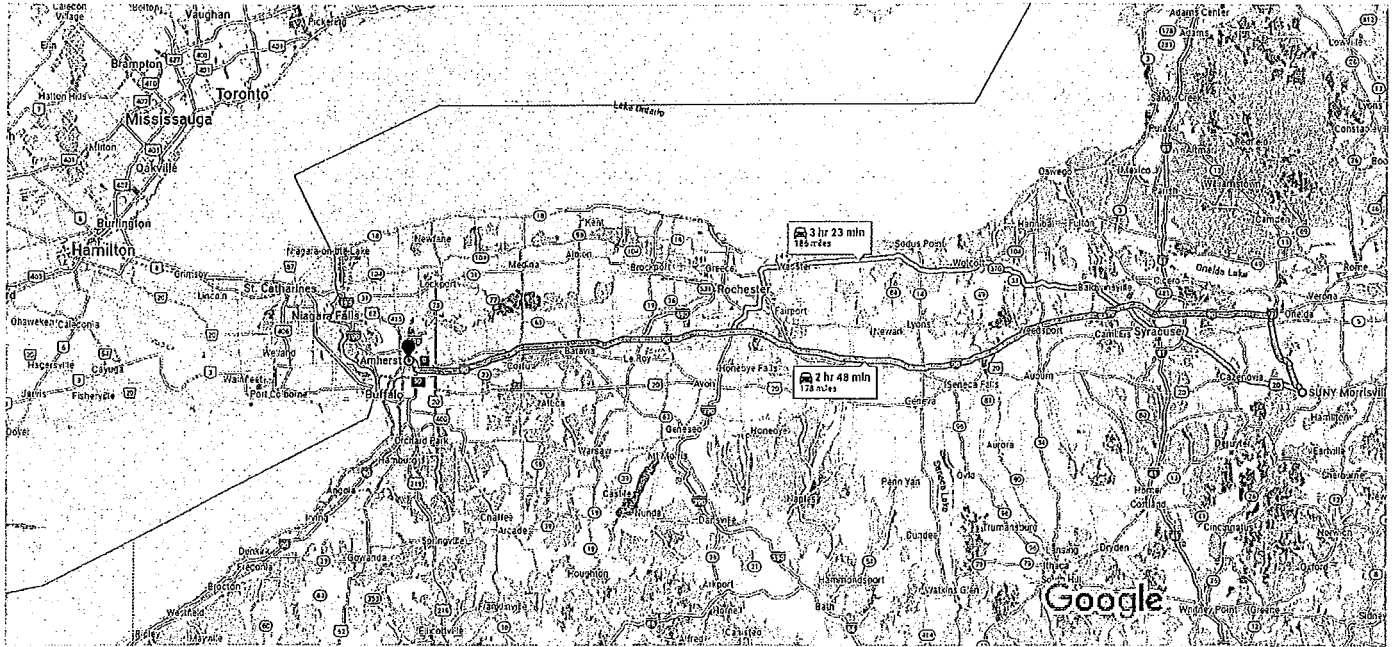
Back

Attachment: Travel Requests for WWTP (RES-2023-319 : Travel Request)

Google Maps

SUNY Morrisville, 80 Eaton St, Morrisville, NY 13408 to Amherst, New York

Drive 178 miles, 2 hr 48 min



Map data ©2023 Google 10 mi

SUNY Morrisville

⚠ This route has tolls.

80 Eaton St, Morrisville, NY 13408

Get on I-90 W in Canastota from Old County Rd and Oxbow Rd

26 min (16.6 mi)

- ↑ 1. Head south on Chenango St/Suny School District toward Madison Rd
367 ft
- ↑ 2. Continue straight onto Madison Rd
0.2 mi
- ➡ 3. Turn right onto Eaton St
0.5 mi
- ↩ 4. Turn left onto Main St
128 ft
- ➡ 5. Turn right onto Cedar St
0.5 mi
- ↑ 6. Continue onto Swamp Rd
0.3 mi
- ↩ 7. Turn left onto Old County Rd
3.9 mi
- ➡ 8. Turn right onto Pleasant Valley Rd
0.7 mi

3/3/23, 3:06 PM

SUNY Morrisville to Amherst, NY - Google Maps

- ↑ 9. Continue onto Oxbow Rd/Peterboro Rd
 ⓘ Continue to follow Oxbow Rd
 8.4 mi
- ↑ 10. Continue onto S Peterboro St
 1.3 mi
- ↗ 11. Turn right to merge onto I-90 W
 ⚠ Toll road
 0.8 mi

Follow I-90 W to NY-324 W/Sheridan Dr in Amherst. Take exit 6 from I-290 W

2 hr 22 min (160 mi)

- ↗ 12. Merge onto I-90 W
 ⚠ Toll road
 158 mi
- ↘ 13. Use the right 2 lanes to take exit 50 toward I-290/Niagara FIs
 ⚠ Toll road
 0.4 mi
- ↘ 14. Continue onto I-290 W
 1.8 mi
- ↘ 15. Take exit 6 for NY-324/Sheridan Dr toward NY-240/Harlem Rd
 0.2 mi

Continue on NY-324 W/Sheridan Dr. Drive to Campus Dr W in Amherst

3 min (0.8 mi)

- ↶ 16. Use the left 2 lanes to turn left onto NY-324 W/Sheridan Dr
 0.5 mi
- ↶ 17. Turn left onto Getzville Rd
 0.3 mi
- ↶ 18. Turn left onto Campus Dr W
 10 ft

Amherst
New York

Attachment: Travel Requests for WWTP (RES-2023-319 : Travel Request)

Thruway Authority

Toll and Distance Calculator

Tolls from
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13
to
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
 The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS TOLLS *	TOLLS BY MAIL
Exit 34 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	\$0.67	\$0.78	\$0.88
Exit 34A (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	\$0.11	\$0.12	\$0.14
Exit 35 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	\$0.18	\$0.21	\$0.23
Exit 36 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	\$0.30	\$0.34	\$0.38
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Exit 47 (I-90 - NYS Thruway) --> Williamsville Highway Gantry	\$1.87	\$2.15	\$2.43
Total	\$7.10	\$8.18	\$9.24
NY E-ZPASS CUSTOMERS WILL SAVE \$2.14. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY			

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Approximate Distance: 158.8 miles

Calculate return tolls for Niagara Falls - I-290 to Canastota - Oneida - Chittenango - NY Route 13

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Chittenango Service Area	Milepost 266
Warners Service Area	Milepost 292
Junius Ponds Service Area	Milepost 324
Seneca Service Area	Milepost 350

SERVICE AREA	MILEPOST
Ontario Service Area	Milepost 376
Clarence Service Area	Milepost 412

Calculate Another Trip

Back

3/3/23, 3:27 PM

Available Rooms - Hampton Inn & Suites Cazenovia

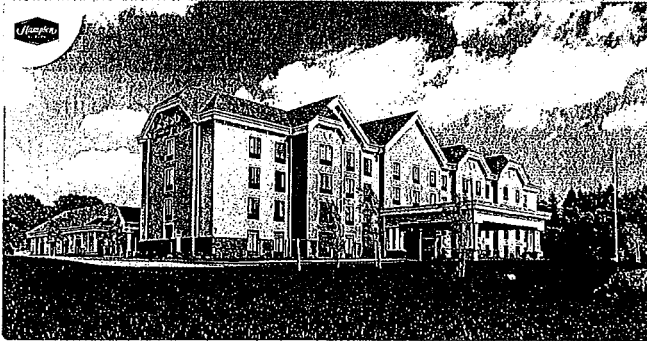

[Join](#) [Sign In](#)

Your Stay

[Edit Stay](#)

Sun, Nov 5 – Sat, Nov 11, 2023 (6 nights)

1 room for 1 adult



Hampton Inn & Suites Cazenovia

25 Lakers Ln Cazenovia, New York 13035 USA

[Hotel details >](#)

Select a Room

Step 1 of 3

Your stay with Hampton by Hilton includes

✓ Free hot breakfast ✓ Free parking ✓ Free WiFi ✓ Non-smoking rooms ✓ Indoor pool ✓ Fitness center ✓ Pet-friendly rooms ✓ Business center

Room Filters

Special Rates



Connecting Rooms



Accessible Rooms



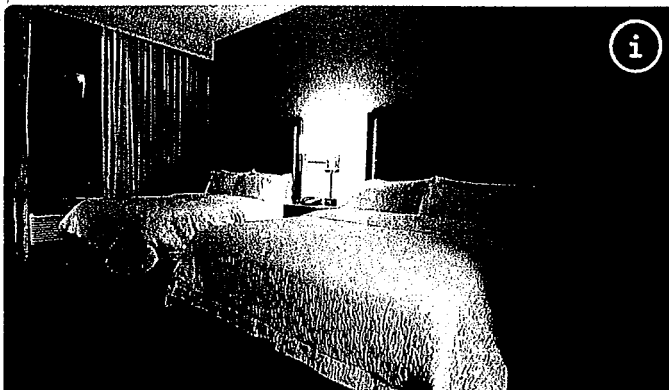
Use Points & Money

We're showing Government/military rate first. Select "More Rates" to view all.

We found 4 rooms for you.

Avg/night in \$USD ▼

*Price change during stay



2 Queen W/fridge Nonsmoke

Quick Book

Us Government on Duty Travel

\$101[More Prices Available](#)2 Qns Microwv/fridge/wetbar Studio Suite
Ns**Quick Book**

Military Family Rate

\$136*[More Rates From \\$123*](#)



Join Sign In

[Edit Stay](#)

Your Stay

Sun, Nov 12 – Tue, Nov 14, 2023 (2 nights)

1 room for 1 adult



Hampton Inn & Suites Cazenovia

25 Lakers Ln Cazenovia, New York 13035 USA

[Hotel details >](#)

Select a Room

Step 1 of 3

Your stay with Hampton by Hilton includes

✓ Free hot breakfast ✓ Free parking ✓ Free WiFi ✓ Non-smoking rooms ✓ Indoor pool ✓ Fitness center ✓ Pet-friendly rooms ✓ Business center

Room Filters

Special Rates **1**



Connecting Rooms



Accessible Rooms



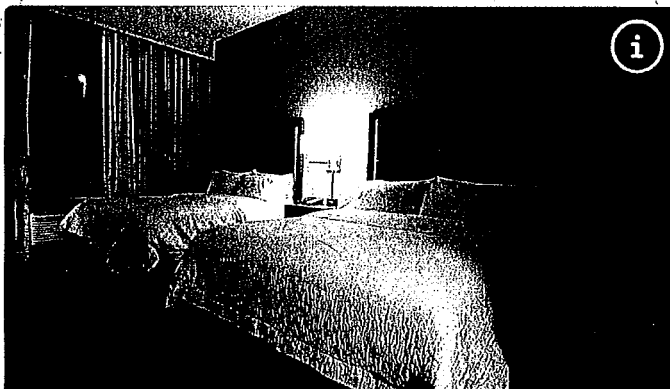
Use Points & Money

We're showing Government/military rate first. Select "More Rates" to view all.

We found 5 rooms for you.

Avg/night in \$USD ▼

*Price change during stay



2 Queen W/fridge Nonsmoke

Quick Book

Us Government on Duty Travel

\$101

[More Prices Available](#)



1 King W/fridge Nonsmoke

Quick Book

Us Government on Duty Travel

\$101

[More Prices Available](#)



Join

Sign In

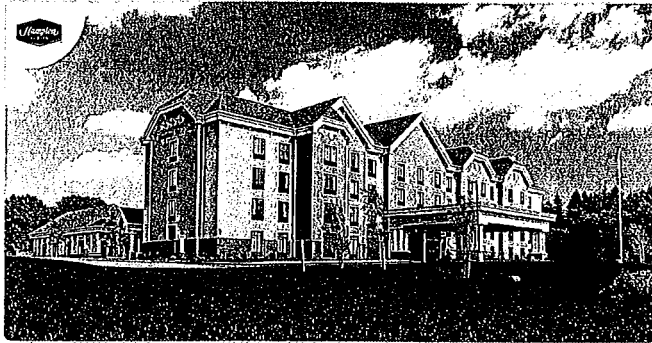
Your Stay

[Edit Stay](#)

Tue, Nov 14 – Sat, Nov 18, 2023 (4 nights)



1 room for 1 adult



Hampton Inn & Suites Cazenovia

[25 Lakers Ln Cazenovia, New York 13035 USA](#) [Hotel details >](#)

Select a Room

Step 1 of 3

Your stay with Hampton by Hilton includes

✓ Free hot breakfast ✓ Free parking ✓ Free WiFi ✓ Non-smoking rooms ✓ Indoor pool ✓ Fitness center ✓ Pet-friendly rooms ✓ Business center

Room Filters

Special Rates



Connecting Rooms



Accessible Rooms



Use Points & Money

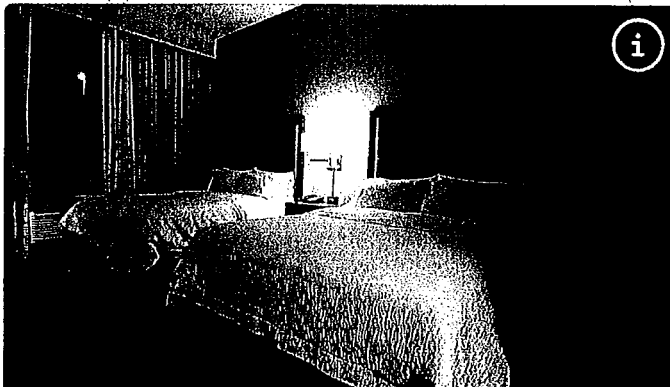


We're showing Government/military rate first. Select "More Rates" to view all.

We found 5 rooms for you.

Avg/night in \$USD ▼

*Price change during stay



2 Queen W/fridge Nonsmoke

Quick Book

Us Government on Duty Travel

\$101[More Prices Available](#)

1 King W/fridge Nonsmoke

Quick Book

Us Government on Duty Travel

\$101[More Prices Available](#)

Meals & Incidentals (M&IE) rates and breakdown ⁱ

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher.

[See More Information](#)

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

Primary Destination ⁱ	County ⁱ	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel ⁱ
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25

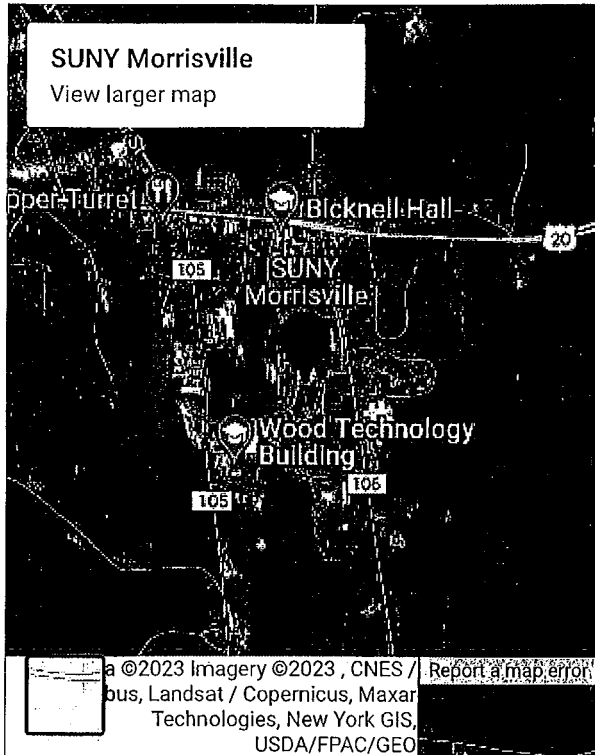
I'm interested in:

Last Reviewed: 2022-10-14

SUNY MORRISVILLE

[HOME](#) > [DIRECTIONS](#)

DIRECTIONS



- **Maps of the Campus:** [View College Map](#)
- **Google Map:** [80 Eaton Street, Morrisville, NY 13408](#)

Driving Directions to the Morrisville Campus

From New York City / East:

- I-87 North to I-90 West
- I-90 Exit 25A to I-88 West to Duanesburg
- Route 20 West to Morrisville

From the West:

- I-90 to 81 South



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 27267

RESOLUTION 2023-320

ADOPTED

Travel Request - Operator Training Course

The Engineering Department is requesting approval to send one (1) employee to attend the Grade 4 Management training course at the Environmental Training Center at SUNY Morrisville in Morrisville, NY in July 2023.

The total cost for the employee to attend the course is estimated to be \$1,507.56 and includes registration, tolls/mileage reimbursement, lodging and per diem. These classes are also known to fill quickly, so we are also requesting the approval to register the employee for the next available course date, if needed.

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

Thank you for considering this request.

3/20/2023

Consent

FINANCIAL IMPACT:

G9916-4040 and G9916-4850. \$1,507.56

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM
☐ \$250 or LESS and under 75 miles Department Head Approval ONLY Required

☒ \$250 + or greater than 75 miles Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
Kyle Bennett	8301	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
7/25/2023	7/29/2023	Environmental Training Center, SUNY Morrisville, NY	Grade 4 Management

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 355 @ \$0.655	\$232.525	G9916-4040	
Tolls	\$18.48	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 4 @ \$101.00	\$404.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: \$59.00			
1st & Last Day of Travel @ 75%	\$88.50	G9916-4040	
# Breakfasts 3 @ \$13.00	\$39.00	G9916-4040	
# Lunches 3 @ \$15.00	\$45.00	G9916-4040	
# Dinners 3 @ \$26.00	\$78.00	G9916-4040	
# Incidentals 3 @ \$ 5.00	\$15.00	G9916-4040	
Registration/Conference Fee	\$450.00	G9916-4850	
Other			
Subtotal	\$1,370.505 -		N/A
Contingency - 10% of subtotal or \$200	\$137.0505 -		N/A
TOTAL	\$1,507.56 -		

Request Approved By:

Department Head Signature

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature

Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature

Date

Town Board ;

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement



Grade 4 Management

Wednesday, July 26, 2023 - Friday, July 28, 2023

Register

Registration open through 5/24/2023 11:59 PM Eastern Time (US & Canada)

[Register Now](#)

Details

\$450.00

Prerequisites

Basic Operations

Price

Registration is \$450.00

Location

Crawford Hall - Room 106

About Us

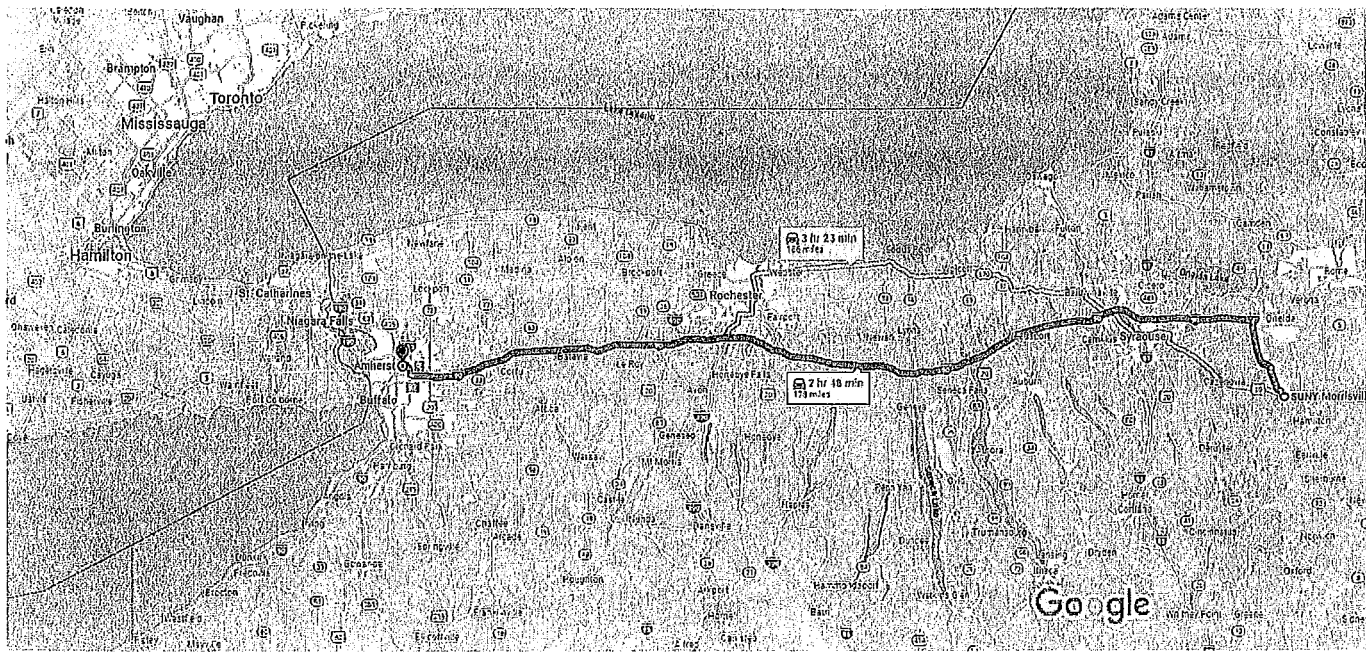


Attachment: Travel Request Plant (RES-2023-320 : Travel Request)

Google Maps

SUNY Morrisville, 80 Eaton St, Morrisville, NY 13408 to Amherst, New York

Drive 178 miles, 2 hr 48 min



Map data ©2023 Google 10 mi

SUNY Morrisville

80 Eaton St, Morrisville, NY 13408

This route has tolls.

Get on I-90 W in Canastota from Old County Rd and Oxbow Rd

- 26 min (16.6 mi)
- ↑

1. Head south on Chenango St/Suny School District toward Madison Rd

367 ft
- ↑

2. Continue straight onto Madison Rd

0.2 mi
- ↪

3. Turn right onto Eaton St

0.5 mi
- ↶

4. Turn left onto Main St

128 ft
- ↪

5. Turn right onto Cedar St

0.5 mi
- ↑

6. Continue onto Swamp Rd

0.3 mi
- ↶

7. Turn left onto Old County Rd

3.9 mi
- ↪

8. Turn right onto Pleasant Valley Rd

0.7 mi

3/3/23, 3:06 PM

SUNY Morrisville to Amherst, NY - Google Maps

- ↑ 9. Continue onto Oxbow Rd/Peterboro Rd
 Continue to follow Oxbow Rd
8.4 mi
- ↑ 10. Continue onto S Peterboro St
1.3 mi
- ↗ 11. Turn right to merge onto I-90 W
 Toll road
0.8 mi

Follow I-90 W to NY-324 W/Sheridan Dr in Amherst. Take exit 6 from I-290 W

2 hr 22 min (160 mi)

- ↗ 12. Merge onto I-90 W
 Toll road
158 mi
- ↘ 13. Use the right 2 lanes to take exit 50 toward I-290/Niagara FIs
 Toll road
0.4 mi
- ↘ 14. Continue onto I-290 W
1.8 mi
- ↘ 15. Take exit 6 for NY-324/Sheridan Dr toward NY-240/Harlem Rd
0.2 mi

Continue on NY-324 W/Sheridan Dr. Drive to Campus Dr W in Amherst

3 min (0.8 mi)

- ↙ 16. Use the left 2 lanes to turn left onto NY-324 W/Sheridan Dr
0.5 mi
- ↙ 17. Turn left onto Getzville Rd
0.3 mi
- ↙ 18. Turn left onto Campus Dr W
10 ft

Amherst
New York

Thruway Authority

Toll and Distance Calculator

Tolls from
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13
to
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
 The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS TOLLS *	TOLLS BY MAIL
Exit 34 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	\$0.67	\$0.78	\$0.88
Exit 34A (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	\$0.11	\$0.12	\$0.14
Exit 35 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	\$0.18	\$0.21	\$0.23
Exit 36 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	\$0.30	\$0.34	\$0.38
Exit 39 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	\$2.57	\$2.96	\$3.35
Exit 44 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	\$0.17	\$0.20	\$0.22
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Exit 46 (I-90 - NYS Thruway) --> Exit 47 (I-90 - NYS Thruway)	\$0.72	\$0.83	\$0.94
Exit 47 (I-90 - NYS Thruway) --> Williamsville Highway Gantry	\$1.87	\$2.15	\$2.43
Total	\$7.10	\$8.18	\$9.24

NY E-ZPASS CUSTOMERS WILL SAVE \$2.14. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY

* Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.

Approximate Distance: 158.8 miles

Calculate return tolls for Niagara Falls - I-290 to Canastota - Oneida - Chittenango - NY Route 13

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Chittenango Service Area	Milepost 266
Warners Service Area	Milepost 292
Junius Ponds Service Area	Milepost 324
Seneca Service Area	Milepost 350

SERVICE AREA

Ontario Service Area

Clarence Service Area

MILEPOST

Milepost 376

Milepost 412

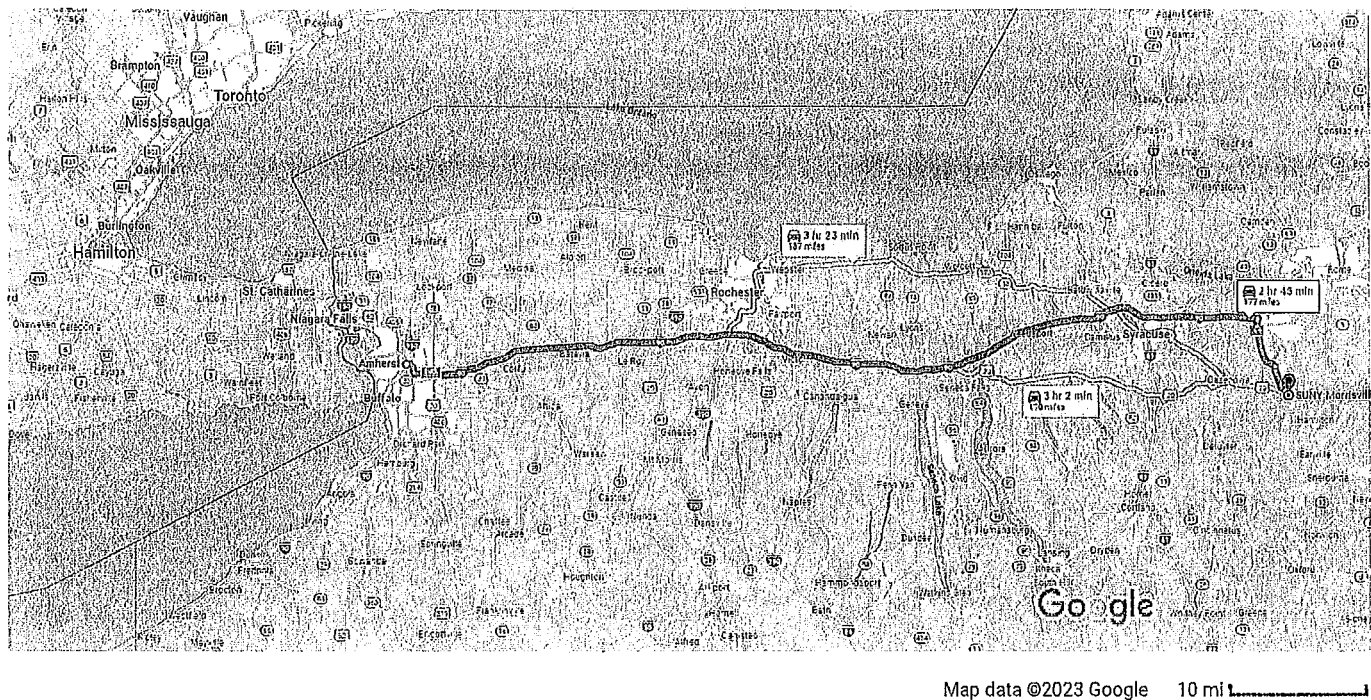
Calculate Another Trip

Back

Google Maps

Amherst, New York to SUNY Morrisville, 80
Eaton St, Morrisville, NY 13408

Drive 177 miles, 2 hr 45 min



Amherst
New York

⚠ This route has tolls.

Get on I-290 E from Campus Dr W

- 2 min (0.7 mi)
- ↑

1. Head east on Campus Dr W

0.3 mi
- ↘

2. Turn right onto Campus Ln

0.1 mi
- ↙

3. Turn left at the 1st cross street onto NY-240 N

285 ft
- ↗

4. Turn right to merge onto I-290 E

0.2 mi

Follow I-90 E to NY-13 S/N Peterboro St in Canastota. Take exit 34 from I-90 E

- 2 hr 22 min (161 mi)
- ↗

5. Merge onto I-290 E

1.8 mi
- ↙

6. Take exit 1-49 on the left to merge onto I-90 E toward Albany

⚠ Toll road

159 mi

- 7. Take exit 34 for NY-13 toward Canastota/Oneida

⚠ Toll road

0.5 mi

Take Oxbow Rd and Old County Rd to Chenango St/Suny School District in Morrisville

24 min (15.8 mi)

- ↶ 8. Turn left onto NY-13 S/N Peterboro St

1.3 mi

- ↑ 9. Continue straight onto Oxbow Rd

8.4 mi

- ↑ 10. Continue onto Pleasant Valley Rd

0.7 mi

- ↶ 11. Turn left onto Old County Rd

3.9 mi

- 12. Turn right onto Swamp Rd

0.3 mi

- ↑ 13. Continue onto Cedar St

0.5 mi

- ↶ 14. Turn left onto Main St

128 ft

- 15. Turn right onto Eaton St

0.5 mi

- ↶ 16. Turn left onto Madison Rd

0.2 mi

- ↑ 17. Continue onto Chenango St/Suny School District

📍 Destination will be on the right

443 ft

SUNY Morrisville

88 Eaton St, Morrisville, NY 13408

Thruway Authority

Toll and Distance Calculator

**Tolls from
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290
to
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13**

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Calculate return tolls for Canastota - Oneida - Chittenango - NY Route 13 to Niagara Falls - I-290

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Scottsville Service Area	Milepost 366
Clifton Springs Service Area	Milepost 337
Port Byron Service Area	Milepost 310

SERVICE AREA

DeWitt Service Area

MILEPOST

Milepost 280

Calculate Another Trip

Back



Join Sign In

Your Stay Tue, Jul 25 – Sat, Jul 29, 2023 (4 nights) 1 room for 1 adult [Edit Stay](#)

Step 1 of 3

Select a Room

Your stay with Hampton by Hilton includes

- ✓ Free hot breakfast
- ✓ Free parking
- ✓ Free WiFi
- ✓ Non-smoking rooms
- ✓ Indoor pool
- ✓ Fitness center
- ✓ Pet-friendly rooms
- ✓ Business center

Special Rates



Connecting Rooms



Use Points & Money



Hampton Inn & Suites Cazenovia

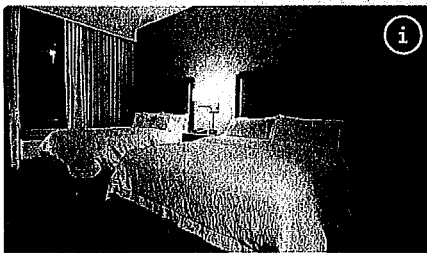
25 Lakers Ln Cazenovia, New York 13035 USA

[Hotel details >](#)

We're showing Government/military rate first. Select "More Rates" to view all.

We found 2 rooms for you.

Avg/night in USD ▼



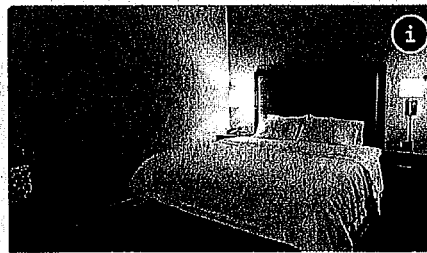
2 Queen W/fridge Nonsmoke

Quick Book

Us Government on Duty Travel

\$101

[More Prices Available](#)



1 King W/fridge Nonsmoke

Quick Book

Us Government on Duty Travel

\$101

[More Prices Available](#)

How can we help?

+1-877-461-1402

Call us, it's toll-free.

Customer Support

Online reservation assistance.

[Hilton Honors Discount Terms & Conditions](#)

[Global Privacy Statement](#)

[Personal Data Requests](#)

[Web Accessibility](#)

[Cookies Statement](#)

[Site Usage Agreement](#)

[Do Not Sell My Personal Information](#)

[Modern Slavery and Human Trafficking](#)

[AdChoices](#)

[Hilton Hotline](#)

©2023 Hilton

Meals & Incidentals (M&IE) rates and breakdown

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher.

[See More Information](#)

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

Primary Destination 	County 	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel 
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25

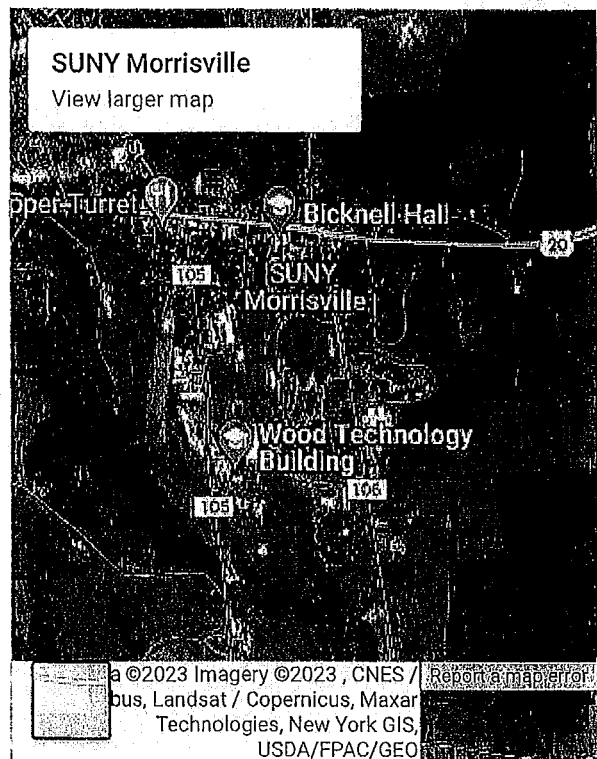
I'm interested in:

Last Reviewed: 2022-10-14

SUNY MORRISVILLE

[HOME](#) > [DIRECTIONS](#)

DIRECTIONS



- **Maps of the Campus:** [View College Map](#)
- **Google Map:** [80 Eaton Street, Morrisville, NY 13408](#)

Driving Directions to the Morrisville Campus**From New York City / East:**

- I-87 North to I-90 West
- I-90 Exit 25A to I-88 West to Duanesburg
- Route 20 West to Morrisville

From the West:

- I-90 to 81 South

- 81 South to Route 20 East
- Route 20 East to Morrisville, NY

From the North:

- Route 3 to Route 81 (Watertown)
- Route 81 South to Route 20 East
- Route 20 East to Morrisville

CONTACT

Environmental Training Center

Location: Crawford Hall

Phone: 315.684.6082

SUNY Morrisville
P.O. Box 901
80 Eaton St.
Morrisville, NY 13408
315.684.6000

Admissions: 315.684.6046
Financial Aid: 315.684.6289
Institutional Advancement: 315.684.6020



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 27294

RESOLUTION 2023-321

ADOPTED

Piggyback Agreement (Trane) - CRS #3868

Authorize the Supervisor to sign a contract between the Town of Amherst and Trane US, Inc., piggybacking off of OMNIA Partners Contract 3341 for HVAC supplies and services.

3/20/2023

Consent

FINANCIAL IMPACT:

Townwide, accounts and amounts TBD

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

AGREEMENT

Let this document stand as an Agreement between Trane US Inc. and the Town of Amherst permitting the Town of Amherst to participate in the purchase of HVAC Products, Installation, Labor Based Solutions, and Related Products and Services under OMNIA Partners Contract 3341. The term of this contract will be from date of execution by the Town of Amherst through August 31, 2027, with the option to renew for one (1) additional five (5) year period.

During the term of this Agreement, Trane US Inc. agrees to invoice the Town of Amherst for all parts, materials and labor at the rates specified in the OMNIA Partners contract or at further discounted rates when such rates are parts of a special being offered on certain parts or a special service package offered to Trane 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 in Trane invoices shall be the price charged and that no further attempts will be made to change or seek payment of a different price.

Agreed to and Accepted by:

TRANE US INC.

By: 
Signature
Joseph Goungo
Printed Name
Services Account Manager
Title

Date: 1-13-23

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor
Date: _____

Attachment: Trane US Inc Piggyback (RES-2023-321 : Piggyback Agreement (Trane) - CRS #3868)

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.
2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.
3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.
4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.
 - (a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.
 - (b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least \$5,000,000.00.
 - (c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.
 - (d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

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:

Trane U.S., Inc.
Print Name of Company

By: [Signature]
Signature

Joseph P. Gougeon
Printed name

Date: 1-13-23

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

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: Trane U.S., Inc
 Signature: [Signature]
 Print Name: Joseph P Goungs
 Title: Services Account Manager
 Date: 1-13-23

Sworn To Before Me This

13 Day of January, 2023
[Signature]
 Notary Public

Tammy D. Barten
 Notary Public - State of New York
 Erie County - No. 01BA6109407
 My Commission Expires May 10, 2024

Revised 4.2017



CERTIFICATE OF LIABILITY INSURANCE

13.T.1.a

DATE (MM/DD/YYYY)
4/7/2022

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 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 in this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH & MCLENNAN COMPANIES
1166 Avenue of the Americas
New York NY 10036
ATTN: 212-345-6000

CONTACT NAME: Michaela Grasshoff, ARM
PHONE (A/C, No, Ext): 212-345-2794 FAX (A/C, No):
E-MAIL ADDRESS: Michaela.Grasshoff@marsh.com

INSURED
Trane U.S. Inc. dba Trane
45 Earhart Drive
Suite 103
Buffalo, NY 14221
United States

INSURER(S) AFFORDING COVERAGE		NAIC #
COMPANY A: National Union Fire Insurance Company of Pittsburgh, PA		19445
COMPANY B: Travelers Indemnity Co of America		25666
COMPANY C: Travelers Property Casualty Co of Amer		25674

COVERAGES

CERTIFICATE NUMBER: 632570

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR ☒ TIME ELEMENT POLLUTION ☒ LIABILITY ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		GL 6547064	4/17/2022	4/17/2023	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$10,000 MED EXP (Any one person) \$10,000,000 PERSONAL & ADV INJURY \$10,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 policy aggregate \$20,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY PHYSICAL DAMAGE/SELF		CA 6890217 (AOS) CA 7030880 (VA) CA 7030879 (MA) APD - Self Insured	4/17/2022 4/17/2022 4/17/2022	4/17/2023 4/17/2023 4/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000 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 B C C	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	UB-8M35413A-22-51-K (AOS) UB-9L048059-22-51-D (MN) UB-8M370386-22-51-R (AZ, MA, OR, WI) TWXJ-UB-7434L45A-22 (OH)	4/17/2022 4/17/2022 4/17/2022 4/17/2022	4/17/2023 4/17/2023 4/17/2023 4/17/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$3,000,000 E.L. DISEASE - EA EMPLOYEE \$3,000,000 E.L. DISEASE - POLICY LIMIT \$3,000,000

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

Please see page 2 for additional information.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St.
Williamsville, New York 14221
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Marsh USA, Inc.
BY: Michaela Grasshoff, ARM

Michaela Grasshoff



ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trane U.S. Inc. dba Trane 45 Earhart Drive Suite 103 Buffalo, NY 14221 United States
EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Town of Amherst is included as Additional Insured where required by contract with respect to General Liability pursuant to applicable endorsement.

Town of Amherst are included as Additional Insured where required by contract with respect to Automobile Liability pursuant to applicable endorsement.

Job Description: HVAC Service & Maintenance

For questions regarding this certificate of insurance contact: Tammy Barten Email: tdbarten@trane.com Phone: 716-626-1260

Attachment: Trane US Inc Piggyback (RES-2023-321 : Piggyback Agreement (Trane) - CRS #3868)

ENDORSEMENT # MAN001

This endorsement, effective 12: 01 A.M. 04/17/2022 forms a part of
 policy No. 654-70-64 issued to TRANE TECHNOLOGIES COMPANY LLC
 BY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

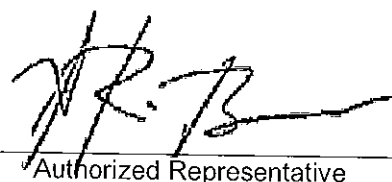
SECTION II – WHO IS AN INSURED, is amended to include as an additional insured:

- (1) Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability to the extent caused by you and arising out of your operations, including both continuing and completed operations, or premises owned by or rented to you; or
- (2) Any designated person or organization, designated by you in writing to us, but only with respect to liability to the extent caused by you and arising out of your operations or premises owned by or rented to you and provided the "bodily injury", "property damage" or "personal and advertising injury" occurs subsequent to your written request to designate such person or organization as additional insured.

However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

All other terms and conditions remain unchanged.



Authorized Representative

Attachment: Trane US Inc Piggyback (RES-2023-321 : Piggyback Agreement (Trane) - CRS #3868)



**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) TRANE US INC 45 EARHART DR #103 BUFFALO, NY 14221 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 716-626-1260 1c. NYS Unemployment Insurance Employer Registration Number of Insured 337-09-037 1d. Federal Employer Identification Number of Insured or Social Security Number 250900465
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF AMHERST 5583 MAIN ST. WILLIAMSVILLE, NY 14221	3a. Name of Insurance Carrier THE CHARTER OAK FIRE INSURANCE COMPANY 3b. Policy Number of entity listed in box "1a" UB-8M35413A-22-51-K 3c. Policy effective period 04/17/2022 to 04/17/2023 3d. The Proprietor, Partners or Executive Officer are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Bessie Fletcher
 (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Bessie Fletcher 04/07/2022
 (Signature) (Date)

Title: Sr. Customer Solutions Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: 804-527-4812

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 Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



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) Trane US, Inc. One Centennial Avenue Piscataway, NJ 08855 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy) Trane US, Inc. 45-18 Court Square Long Island City, NY 11101-4347	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number 25-0900465 Gechoff
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier New York Life Group Insurance Company of NY 3b. Policy Number of Entity Listed in Box "1a" NYD074763 3c. Policy effective period 1/1/2023 to 1/1/2024
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.

Marceline E. Reilly

Date Signed December 15, 2022

By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-866-761-4236

Name and Title Underwriting Director

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)
State of New York

Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 27309

RESOLUTION 2023-322
ADOPTED

Permission to Spend T Account Funds

Authorize the expenditure of up to \$10,960.00 in funds from T 2107.4001 for purchase of fencing related-items for the Amherst Girls Softball Field Construction project.

3/20/2023

Consent

FINANCIAL IMPACT:

T 2107.4001: up to \$10,960.00

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



Amherst Town Board

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

15.1

Francina J. Spoth
Town Clerk

Meeting: 03/20/23 07:00 PM
Department: Town Clerk
DOC ID: 27256

COMMUNICATION 2023-33

REFERRED

Resident Letter - Sidewalk Snow Relief Program

Letter from Erica M. Burzynski regarding the Sidewalk Snow Relief program.

3/20/2023

Referred to Attorney, Planning, Engineering and Highway

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

March 3, 2023

Amherst Town Board
c/o Fran Spoth, Town Clerk
5583 Main Street
Williamsville, NY 14221

'23 MAR 6 AMB:20

Dear Fran Spoth:

I need your help. I am the homeowner at 412 Dan Troy Drive, Williamsville, NY 14221, and have been struggling the last two winters to get an answer about who is responsible for snow removal on Sheridan Drive. After much back and forth and several phone calls to the town and to the highway department, we received answers that the responsibility fell to "the town, no – the highway department, no - the town."

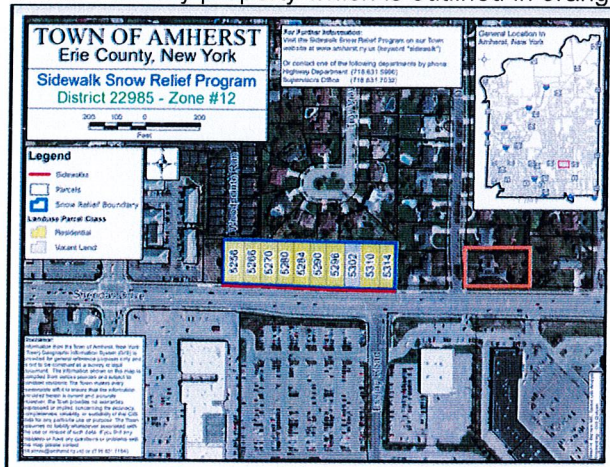
This past week I attended a town hall meeting where the board members put me in touch with the right people. I learned just yesterday that although my property line and my driveway do not touch Sheridan Drive I am responsible for the snow to be cleared.

This is where I really need your help.

We do not have the manpower nor the proper equipment (as a resident) to clear this section of Sheridan Drive that is maintained during the winter season with enormous plows that often leave sidewalks with mounds of several feet of hard, packed snow. However, I did try to look for a solution before typing this letter and learned about the Sidewalk Snow Relief Program. I reached out to the Highway Superintendent who is unfortunately unable to help me – please see the response below:

In order for any new locations to be added to the sidewalk district relief program the Amherst Town Board must authorize it. Unfortunately, the Highway Department is not capable of accepting any more work until we can add more employees and purchase more equipment to clear sidewalks. There are many areas in Town that would like to join the district however we have to refuse them because of the equipment and manpower issues.

I kindly ask that the Town Board please consider and review my request to be added to Sidewalk Snow Relief Program / sidewalk district relief program per this letter. I have inserted an image in this letter and have also included a copy of the map of the residences that are already included as part of this program, not far from my property which is outlined in orange.



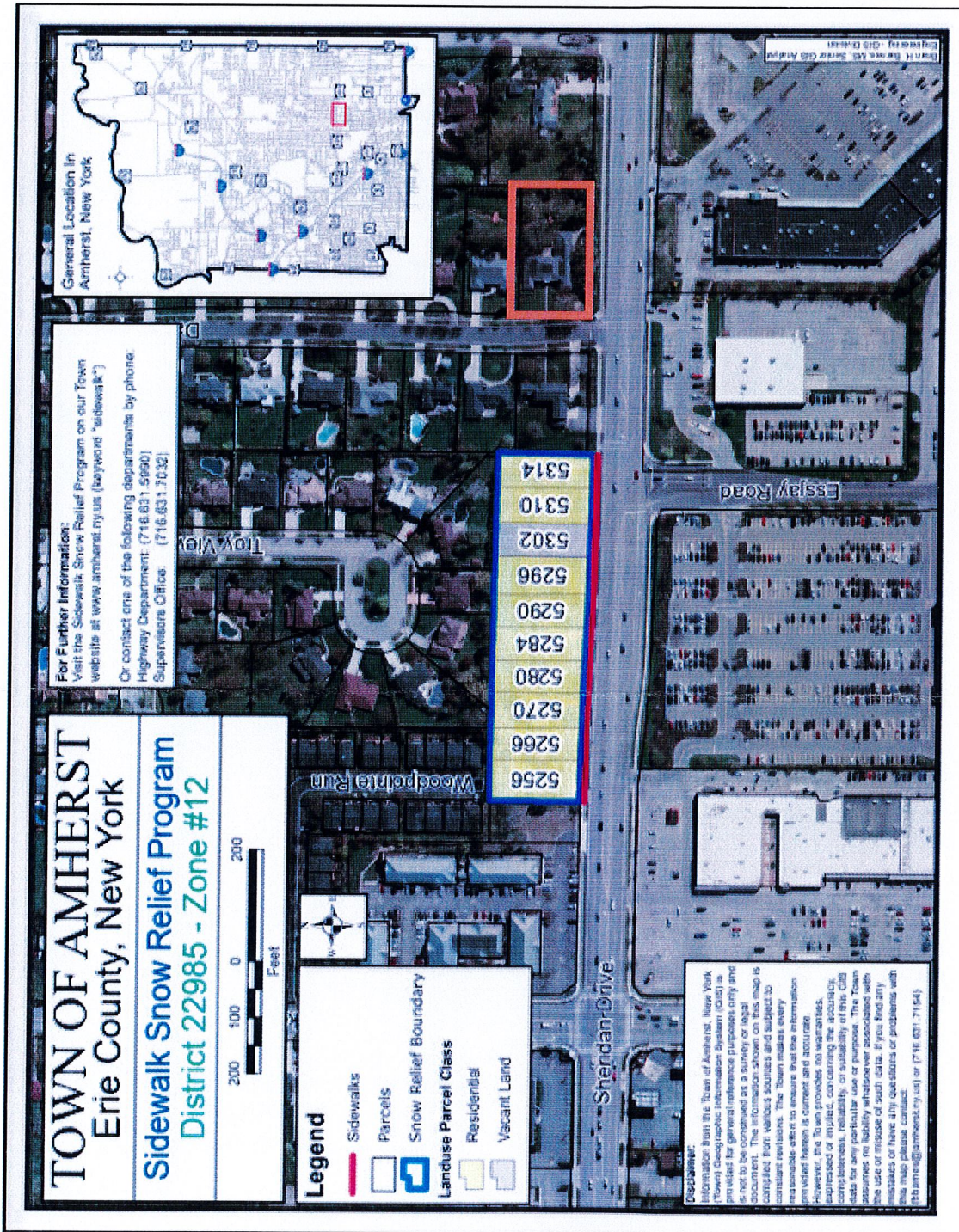
Please let me know if you need any other information from me to move this forward or if I need to attend a future board meeting to make a special request. Thank you in advance for your time, and to the Town Board for their time and consideration.

Kindly,

Erica M. Burzynski
Erica M. Burzynski

3/3/2023

3/3/2023



TOWN OF AMHERST

Erie County, New York

Attachment: letter from resident (COM-2023-203) - Resident letter - Sidewalk Snow Relief Program

Sidewalk Snow Relief Program

District 22985 - Zone #12



Legend

- Sidewalks
- Parcels
- Snow Relief Boundary
- Landuse Parcel Class
 - Residential
 - Vacant Land



Sheidan Drive

Woodpointe Run

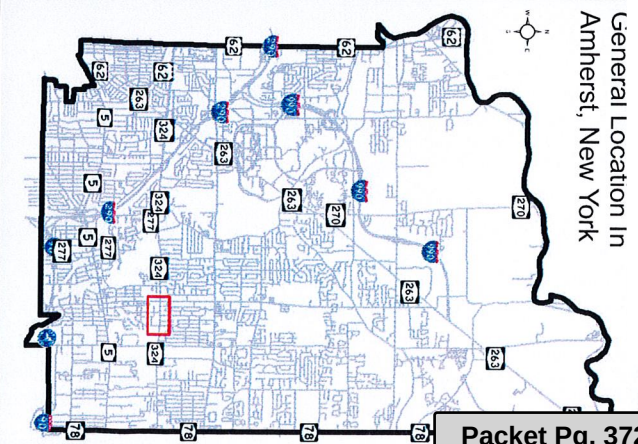
Troy View

Essjay Road

- 5256
- 5266
- 5270
- 5280
- 5284
- 5290
- 5296
- 5302
- 5310
- 5314

Visit the Sidewalk Snow Relief Program on our Town website at www.amherst.ny.us (keyword "sidewalk")

Or contact one of the following departments by phone:
 Highway Department: (716.631.5990)
 Supervisors Office: (716.631.7032)



Disclaimer:
 Information from the Town of Amherst, New York (Town) Geographic Information System (GIS) is provided for general reference purposes only and is not to be construed as a survey or legal document. The information shown on this map is compiled from various sources and subject to constant revisions. The Town makes every reasonable effort to ensure that the information provided herein is current and accurate. However, the Town provides no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this GIS data for any particular use or purpose. The Town assumes no liability whatsoever associated with the use or misuse of such data. If you find any mistakes or have any questions or problems with this map please contact:
 (bbarnes@amherst.ny.us) or (716.631.7154)



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 03/20/23 07:00 PM
Department: Councilmembers
DOC ID: 27286

15.2

COMMUNICATION 2023-34

REFERRED

2022 Amherst Disability Committee Annual Report

Erica Rodman, Chair of Amherst Committee on Disabilities, submitted the 2022 Annual Report of the Committee on Disabilities.

3/20/2023

Referred to Town Clerk and IT

FINANCIAL IMPACT:

None

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

Town of Amherst
Committee on Disabilities
2022 Annual Report

I. MEMBERSHIP

a. Leadership

- i. Erica Rodman – Chairperson, Secretary
- ii. David Wantuck – Vice Chairperson

b. Voting Members

- i. Barbara Robertson
- ii. Kathryn Barillari
- iii. Patrice Freeman
- iv. Quinn Bushen
- v. Rachel Martin
- vi. Susan Zummo
- vii. Tom Roetzer

c. Resource Persons

- i. Luci Miranda
- ii. David (Dave) Whalen

d. Liaison

- i. Dr. Deborah Bruch Bucki

e. ADA Coordinators

- i. Robert McCarthy
- ii. Doug Gesel
- iii. Mark Berke

II. AGENDA ITEMS AND ACCOMPLISHMENTS

a. Amherst Bike Path Signage

- i. The committee worked through the beginning of 2022 to design accessible signage for the Amherst Bike Path emergency phones
- ii. Over the course of the year, it was brought to the committee's attention that the emergency phones themselves were inaccessible and the technology outdated
- iii. The committee shifted gears to collection data to support its request that the Town approve the installation of new emergency phones
 - 1. The committee enlisted the assistance of Officer Barillari of the Amherst Police Department to gather information relevant to the functionality of the current phone system
 - 2. Chairperson, Erica Rodman, prepared a statement and letter of request to the Board
 - a. This statement included itemized concerns regarding the current emergency phones and statistics related to victimization in the disability community

3. Chairperson, Erica Rodman, and Vice Chairperson, David Wantuck attended a Town Board meeting in June and presented the request and statement to the Board
4. The Board noted it would consider budgeting for new emergency phones for the 2023 year
- b. Multimedia Accessibility Project
 - i. The committee worked on an infographic on multimedia accessible to distribute to Town residents and business owners
 - ii. The infographic was approved by the Town attorney, posted to the Town website, and is available for distribution at events and online
- c. Willow Ridge – Parkview Project
 - i. The committee offered its assistance to ensure all aspects of the neighborhood planning and development project remain accessible
 - ii. Chairperson Erica Rodman attended events on the committee's behalf to speak with planners and web developers on accessibility concerns
- d. Community Development Block Grant
 - i. The committee invited Laurie Stillwell, the Town of Amherst Fair Housing Officer, to attend a meeting
 - ii. Laurie attended the April 4th meeting with her assistant, James Quinn
 - iii. Presentation provided information on the CDBG and Amherst's resources in this area
- e. Sensory Awareness Handout
 - i. Members Sue Zummo and Rachel Martin worked together over several months to develop a handout on sensory awareness
 1. Will be distributed at events
 2. Sue included a personal story about her experience raising a son with autism and sensory processing disorder
- f. ADA Coordinator Meeting
 - i. Chairperson Erica Rodman and Committee Resource Person, Dave Whalen met with Robert McCarthy, Doug Gesel, and Mark Berke at the Town of Amherst Municipal Building
 1. Discussion regarding roles of the ADA Coordinators and the Committee-Coordinator relationship
 2. Requested more involvement and higher meeting attendance
- g. Fair Housing Assistance Animal Training
 - i. The committee worked with Laurie Stillwell, Fair Housing Officer, to present a virtual community-wide training on Assistance Animals in housing
 1. The training was triggered as a result of concerns brought to the committee's attention by Chairperson Erica Rodman
 - ii. The training was well-attended
 1. Liaison Debbie Bucki, Chairperson Erica Rodman, and Vice Chairperson David Wantuck attended the training
- h. Annual Senior Health Fair
 - i. The committee organized and ran a table of information at the annual senior health fair
 - ii. Chairperson Erica Rodman, Member Barbara Robertson, Resource Person Luci Miranda, and Liaison Debbie Bucki were in attendance
- i. Firefighter Training

- i. Resource Person Dave Whalen requested the committee's assistance encouraging local firefighters to attend a disability awareness training to be presented in the spring of 2023
 - ii. The committee agreed to keep this as an agenda item in the new year pending more information
- j. Social Media Presence
 - i. The committee expressed interest in setting up a Facebook page to distribute information and facts related to disability awareness in the community
 - ii. The committee began to draft a proposal to present to the Town Board
- k. Amherst Central Park Inclusive Playground
 - i. The committee began brainstorming questions and noting feedback to present to the planning committee of the inclusive playground project
 - ii. Liaison Debbie Bucki expressed to the Town Architect and Board the importance of including the Committee on Disabilities in the entire process
 - iii. The committee will keep this project on the agenda in the new year
- l. Virtual Meetings Resolution
 - i. With the assistance of Liaison Debbie Bucki, a resolution was passed to allow the committee to continue meeting on Zoom for the year 2023

Committee on Disabilities
2023 Goals and objectives

- I Continue to build a relationship with Police Chief Chamberlain by having him attend a meeting or two and work together on First Responders Disability Training for police training.
- II To Continue to build a working relationship with Amherst Fire Department and Emergency Management Services and be involved in their training on Firefighter and EMS Disability Awareness Training. Continue First Responders Disability Awareness accreditation or Firefighters and police.
- III To maintain our presence at the health fair each august to inform the public that we exist and can be utilized to resolve disability issues.
- IV Increase interaction with town building department and highway department to resolve issues brought to our attention by town residents and the committee.
- V Have a multimedia event that will bring attention to the special needs of the deaf and hearing impaired.
- VI Committee members becoming Certified Inclusive Assessors for recreation through Cortland State Inclusive U. Dave Whalen and Tom Roetzer are currently certified. Assessing town parks is planned for 2022.
- VII ADA Coordinators' roles to be more clearly defined and utilized more for issues related to accessibility that come to their attention.



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 03/20/23 07:00 PM
Department: Councilmembers
DOC ID: 27310

15.3

COMMUNICATION 2023-35

REFERRED

2022 TOA Historic Preservation Commission - Annual Report

Susan Palmer, Chairperson of Town of Amherst Historic Preservation Commission, submitted the Commission's 2022 Annual Report.

3/20/2023

Referred to Town Clerk and IT

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

From: Susan Palmer
Date: Mar 15, 2023 11:26 AM
Subject: 2022 Historic Preservation Commission Report
To: TownBoardDL <townboard@amherst.ny.us>
Cc: "Bucki, Debbie" <dbucki@amherst.ny.us>,"Quinn, James" <jquinn@amherst.ny.us>

Dear Honorable Board Members,

Attached please find the 2022 Town of Amherst Historic Preservation Commission report for your review.

Respectfully submitted,

Susan Palmer

Chairperson



DEBORAH BRUCH BUCKI, RN, PhD
Councilmember & Liaison

TOWN OF AMHERST

ERIE COUNTY, NEW YORK

15.3.b

HISTORIC PRESERVATION COMMISSION

SUSAN M. PALMER, CHAIR
CATHERINE WATERMAN-KULPA, VICE CHAIR
JENNIFER KENSY
BRIAN SWARTZ
NORMAN J. HIRSCHHEY, P.E.
MARY LOU MANCUSO

2022 Annual Report- Town of Amherst Historic Preservation Commission

Prepared by Susan Palmer, Chairperson

The attached CLG Annual Report is to be incorporated as part of this report

Members:

- I. Susan Palmer, Chairperson
- II. Kate Waterman-Kulpa, Vice Chairperson
- III. Brian Swartz
- IV. Jennifer Kensy
- V. Norman Hirschey
- VI. MaryLou Mancuso
- VII. Paul Redding

Town Departments:

- I. Deborah Bruch Bucki, RN, PhD (Councilmember & Liaison)
- II. Ann Demopoulos, Esq (Attorney)
- III. Brian Fadel (Planning)
- IV. Dan Howard, AICP (Planning)
- V. James Quinn (Planning)

Resource Personnel:

- I. Carrie Stiver
- II. Joseph Buscaglia
- III. Robert Beiswanger Jr.
- IV. Robert Marcus
- V. Gail Adema
- VI. Jay Kajdas P.E.
- VII. Jitendra Vaidya, RA
- VIII. Kevin Zynda, P.E.

Commission Work

Certificate of Appropriateness Applications: 3

- I. 58 Youngs Road- Roof
- II. 58 Youngs Road- Porch, windows, stairs
- III. 23 Four Seasons West- Garage

Demolition Permit Review: 4

- I. 725 LeBrun-Garage
- II. 58 Brantwood- Garage
- III. 145 Burbank-Garage
- IV. 65 Burbank- Garage

Sketch Review/Consultation: 3

- I. Amherst Town Hall Weathervane Replacement
- II. BNHV Roof Replacement
- III. Main and Smallwood Historic Gateway Repair

Other:

- I. Obtained CLG Grant \$15,000 for Preservation Day event and HPC Consortium
- II. Review and recommendations for statutory changes to the Amherst Code
- III. Community outreach
 - a. Preservation Day Event- Coordinated and held August 6, 2022 in partnership with Preservation Buffalo Niagara (PBN) and the Buffalo Niagara Historic Village (BNHV)
 - b. Plaques for local landmarks
 - c. Created brochures and educational materials for Blue Rated property owners
 - d. Worked with PBN in planning the Historic Preservation Consortium program
- IV. Website
 - a. Updated AHPC page to include both digital forms and PDF for ease of use
 - b. Added National Park Service, Secretary of Interior's Standards for the Treatment of Historic Properties
 - c. Added listing of local landmarks

Training Sessions: 3

Presented by Preservation Buffalo Niagara- 6 Hours

- I. January- Review of the Amherst Historic Preservation Code and Best Practices- 2 Hours
- II. October- Applying the Standards- 2 Hours
- III. December- Landmark Planning Workshop- 2 Hours

Landmark Research

- I. BNHV Properties
- II. Harlem Road Community Center
- III. Eggertsville and Snyder

Landmark Recommendation submitted to the Amherst Town Board

- I. Harlem Road Community Center f/k/a Harlem Road School, 4255 Harlem Road



Amherst Town Board

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

15.4

Francina J. Spoth
Town Clerk

Meeting: 03/20/23 07:00 PM
Department: Town Clerk
DOC ID: 27239

COMMUNICATION 2023-36

APPROVED

Notice of Claim: Third Avenue Condominium Vs. Town of Amherst

3/20/2023

Referred to Attorney

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

Third Avenue Condominium

February 27, 2023

Town Clerk
5583 Main Street
Amherst, NY 14221

RE: Notice of Claim dated December 26, 2022 – 397 – 445 Third Avenue, Williamsville, NY 14221

My name is Lisa Mazur, I am the managing agent of Third Avenue Condominium. On December 26, 2022, National Grid needed to get 5 trucks in our lot to replace pole #411 which snapped causing a power outage.

Third Avenue's lot was not cleared, National Grid had to request the aid from the Town of Amherst to get the lot cleared to replace the snapped pole. In doing so, Third Avenue's retaining wall suffered significant amounts of damage. I have pictures and videos capturing the Town of Amherst plowing the lot in the areas that sustained damages. I also included an estimate of repairs for your reference. Damages are upwards of \$44,000.00.

We understand there is a 90 day window all claims must be reported. I did initially report this to the Town of Amherst and Mr. Anderson on January 9, 2023. Mr. Anderson was quick to say they were not there and this is something the Town would never do. After speaking with the Town's Attorney, Mr. Anderson should have informed me there was a process to follow when reporting claims and against the Town.

I can be reached at 716-818-2034 or via email Lmazur@fairwoodmgmt.com. Included are pictures of the damaged wall, estimate of repairs and emails going back and forth from residents and National Grid. Please let me know where I can send the videos to, I would like them reviewed before a decision is made.

Witnesses:

1. Robert Cornell – [REDACTED]
2. Eileen Duffy – [REDACTED]
3. Kim Gordon – [REDACTED]

Thank you for your time. I look forward to speaking with you.

Respectfully submitted,
Third Avenue Condominium


Lisa Mazur, CMCA, AMS
Managing Agent

Cc: Third Avenue BOM

'23 MAR 2 PM 1:57

Attachment: DOC030323-03032023081834 (COM-2023-36 : Notice of Claim: Third Avenue Condominium Vs. Town of Amherst)



Amherst Town Board

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

15.5

Francina J. Spoth
Town Clerk

Meeting: 03/20/23 07:00 PM
Department: Town Clerk
DOC ID: 27260

COMMUNICATION 2023-37

REFERRED

Notice of Claim: Cottrell Smith Vs. Town of Amherst

3/20/2023

Referred to Attorney

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

FW:

catrize [REDACTED]

Mon 3/6/2023 10:46 AM

To: The UPS Store #4705 <store4705@theupsstore.com>

CAUTION! This email originated from outside of the organization. Please do not open attachments or click links from an unknown or suspicious origin.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: catrize [REDACTED]

Date: 3/4/23 8:00 AM (GMT-05:00)

To: Mommy [REDACTED]

Subject:

To whom it may ^{Concern} confirm my name is John Smith and my wife is Cottrell Smith We reside at 95 Callidine avenue Amherst NY 14226. This year their was a horrific blizzard. Our front lawn was destroyed during the clean up. The snow removal company who was assigned to do our street left a massive hole in our front yard and destroyed some of our side walk. In front of our house we have a tradition. Every year we spend almost \$2000 on holiday displays for each holiday. We have blow ups, lights and holiday favors. Everything got destroyed by the snow plow guy. The holiday that got ruined was our Christmas season inflatables. I would like to be compensated for my holiday display that was ruined including the inflatables in everything and for the actual repairing of my lawn and the sidewalk. Thank you.

The date this occurred was Dec.27 2022.

[REDACTED]
Cottrell Smith
95 callodine ave
Amherst New york 14226

Sent from my Verizon, Samsung Galaxy smartphone

'23 MAR 6 AM 11:11

Attachment: DOC030823-03082023103719 (COM-2023-37 : Notice of Claim: Cottrell Smith Vs. Town of Amherst)



Amherst Town Board

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

15.6

Francina J. Spoth
Town Clerk

Meeting: 03/20/23 07:00 PM
Department: Town Clerk
DOC ID: 27280

COMMUNICATION 2023-38

REFERRED

**Notice of Claim: Progressive Specialty Insurance Company
A/S/O Viola Sterman Vs. Town of Amherst**

3/20/2023

Referred to Attorney

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

PROGRESSIVE

Payment Address
24344 Network Place
Chicago, IL 60673-1243

Document Address
P.O. Box 94639
Cleveland, Ohio 44101-9908
Phone: (877)818-0139
Fax: (888) 781-6947

Notice of Intent to File Claim

3/8/2023 12:38:00 PM

Certified Mail 9489 0090 0027 6330 8084 80 Return Receipt Requested

TOWN OF AMHERST
TOWN CLERK
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

Your Client: BUROW, MARK R
Your Claim Number: 7219409
Our Insured: STERMAN, VIOLA
Our Claim Number: 22-8365249
Amount Subject to Reimbursement: \$7,002.49
Amount of Insured's Deductible: \$500
Our insured had out of pocket expenses of \$568.99. Please reimburse our insured directly.

Please take this as formal notice of our subrogation rights relative to the above-captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: MAIN ST IN AMHERST, NY
Date and Time of Loss: 2/09/2022, 01:16 PM

Description of Loss: OUR INSURED WAS TRAVELING ON MAIN ST IN AMHERST, NY WHEN A TOWN POLICE VEHICLE OPERATED BY BUROW, MARK R. FAILED TO MAINTAIN PROPER LOOKOUT AND YIELD THE RIGHT OF WAY AT THE INTERSECTION AND STRUCK OUR INSURED'S VEHICLE. WE ARE SEEKING REIMBURSEMENT FOR OUR INSURED'S VEHICLE DAMAGES.

Please make your draft payable to " Progressive Specialty Insurance Company as subrogee of STERMAN, VIOLA ", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

X K38m
Progressive Subrogation
Progressive Specialty Insurance Company
Tel. 877-818-0139
Fax. 888-781-6947
GovernmentStatus@email.progressive.com

Sworn to me and subscribed in my presence this 9th day of 03 2023



DAWN J MITCHELL
Notary Public
State of Ohio
My Comm. Expires
June 26, 2027

Dawn J. Mitchell
NOTARY PUBLIC

'23 MAR 13 PM 2:37

Attachment: DOC031323-03132023143608 (COM-2023-38 : Notice of Claim: Progressive Specialty Insurance Company A/S/O Viola Sterman Vs.



Amherst Town Board

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

15.7

Francina J. Spoth
Town Clerk

Meeting: 03/20/23 07:00 PM
Department: Town Clerk
DOC ID: 27282

COMMUNICATION 2023-39

APPROVED

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

3/20/2023

Referred to Attorney

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

**LAW OFFICES OF
JOHN TROP**

**120 White Plains Road, Suite 200
Tarrytown, New York 10591**

BronxLegal@allstate.com

Telephone: (914) 620-0100

Fax: (866) 655-5196

Client Legal Services

**All Attorneys and Staff are Employees of
Allstate Insurance Company**

This Office is not a Partnership or a Corporation

**Attorney
(716) 427-9315**

**Paralegal
(716) 842-6051**

March 9, 2023

**VIA U.S. CERIFIED MAIL –
TRK #7019 1120 0002 0193 6891**

Town of Amherst
5583 Main Street
Williamsville, NY 14221-5488

Re: Our Insured: Danielle Malcher
Date of Loss: October 22, 2022
Allstate Insurance Company Claim Number: 0699782438.1
Your Insured: Town of Amherst
USI Insurance Services Claim No.: 7245418

'23 MAR 13 PM2:35

To Whom It May Concern:

Allstate Insurance Company has referred the above subrogation claim to our office to initiate litigation to recover the damages caused by your insured on the date of the accident listed above.

The amount of subrogation damages we seek to recover are as follows:

Repairs	\$1,992.80
Rental	\$250.00
Total	\$2,242.80

Please contact me within fourteen (14) days of this letter to discuss how we can work together to resolve this subrogation action. You may contact me at the number above or by Email at bwoll@allstate.com.

Attachment: DOC031423-03142023083445 (COM-2023-39 : Notice of Claim: Allstate Insurance Company A/S/O Danielle Malcher)

Town Of Amherst
Out Claim Number: 0699782438.1
March 2023
Page 2 of 2

Thank you in advance for your prompt attention to this matter.

Sincerely,



Benjamin Wolf, Esq.
Email: bwoll@allstate.com

Attachment: DOC031423-03142023083445 (COM-2023-39 : Notice of Claim: Allstate Insurance Company A/S/O Danielle Malcher)



Amherst Town Board

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

15.8

Francina J. Spoth
Town Clerk

Meeting: 03/20/23 07:00 PM
Department: Town Clerk
DOC ID: 27278

COMMUNICATION 2023-40

APPROVED

Summons and Complaint: M&T Bank Vs. Town of Amherst Et Al.

3/20/2023

Referred to Attorney

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

M&T BANK,

Plaintiff,

v.

SARA CISLO, AS ADMINISTRATRIX OF THE ESTATE
OF LINDA J. CISLO AKA LINDA CISLO AKA LINDA
JEAN CISLO, SARA CISLO, TOWN OF AMHERST,
NEW YORK STATE AFFORDABLE HOUSING
CORPORATION, JOHN DOE,

Defendant.

SUMMONS
FORECLOSURE ACTION

Index No.:

Property Address:
230 Currier Avenue
Sloan, NY 14212

SBL: 113.21-3-3

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in the above action and serve a copy of your Answer on the plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the State. The United States of America, if designated as a defendant in this action, may answer or appear within sixty (60) days of service hereof. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Erie County is designated as the place of trial. The basis of venue is the location of the mortgaged premises.

NOTICE YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

Dated: February 16, 2023
Monroe County
Rochester, New York



Brettanie L. Hart Saxton, Esq.
Woods Oviatt Gilman LLP
Attorneys for Plaintiff
500 Bausch & Lomb Place
Rochester, NY 14604
Tel.: 855-227-5072

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

M&T BANK,

Plaintiff,

v.

SARA CISLO, AS ADMINISTRATRIX OF THE ESTATE
OF LINDA J. CISLO AKA LINDA CISLO AKA LINDA
JEAN CISLO, SARA CISLO, TOWN OF AMHERST,
NEW YORK STATE AFFORDABLE HOUSING
CORPORATION, JOHN DOE,

Defendant.

FORECLOSURE COMPLAINT

Index No.:

Property Address:
230 Currier Avenue
Sloan, NY 14212

SBL: 113.21-3-3

Plaintiff alleges:

1. Plaintiff is a corporation duly organized and existing under the laws of the State of New York.
2. Upon information and belief, the Defendant(s) set forth above, hereinafter collectively and individually referred to as "Defendant(s)", and as set forth in Exhibit "A" reside at or have offices at the address set forth therein, and claim to have some interest in or lien upon the real property covered by the Mortgage. All of the Defendant(s)' interests are subordinate to the Plaintiff's interest, and are made parties to this action in the capacities as alleged in Exhibit A and for the purpose of foreclosing and extinguishing any other right, title, or interest said Defendant(s) have in the subject Premises.
3. All agencies or instrumentalities of Federal, State and local government (by whatever name designated) that are named as Defendant(s) in this action, are made parties solely by reason of the material set forth in Exhibit "A", and for no other reason.

AS FOR A FIRST CAUSE OF ACTION

4. On or about November 17, 2005, Linda J. Cislo aka Linda Cislo aka Linda Jean Cislo (now deceased), executed and delivered a certain Note or Notes wherein Linda J. Cislo aka Linda Cislo aka Linda Jean Cislo (now deceased), promised to pay the sum of \$58,200.00, plus interest, as more particularly described and set forth in Exhibit "B" annexed hereto and made a part hereof (the Note or Notes set forth in Exhibit "B" are collectively hereinafter referred to as the "Note"). A copy of the Note or evidence thereof is attached hereto as Exhibit "B".

5. As security for repayment of the Note, Linda J. Cislo aka Linda Cislo aka Linda Jean Cislo (now deceased), executed a mortgage or mortgages, as more particularly described and set forth in Exhibit "B" annexed hereto and made a part hereof, as a lien upon real property commonly referred to as 230 Currier Avenue, Sloan, NY 14212 (the "Premises") (the mortgage or mortgages set forth in Exhibit "B" are collectively hereinafter referred to as the "Mortgage"). Upon information and belief, all applicable mortgage taxes were paid at the time of recording the Mortgage. A copy of the Mortgage or Mortgages is attached hereto as Exhibit "B".

6. The Mortgage was subsequently assigned as more particularly described and set forth in Exhibit "B", annexed hereto and made a part hereof. A copy of the Assignment(s) of Mortgage is attached hereto as Exhibit "B".

7. That the Defendant(s) Linda J. Cislo aka Linda Cislo aka Linda Jean Cislo (now deceased), have failed and neglected to comply with the terms of said Note, Mortgage/Agreements, and/or said instruments secured by said Mortgage by failing to repay the installment payments due on August 1, 2022 and subsequent payments.

8. There is now due and owing on the Note and Mortgage a principal balance of

\$25,743.27 together with: accrued interest from July 1, 2022 at a rate of 6.000%, late charges, monies advanced for taxes, assessments, insurance, inspection, maintenance and preservation of the Premises, together with costs, allowances, expenses of sale, and reasonable attorney's fees if permitted by the terms of the Mortgage.

9. Plaintiff is the current Mortgagee of record of the Premises. The Premises is more fully described in Exhibit "C" attached to this Complaint.

10. Plaintiff is the owner and holder of the subject Note and Mortgage, or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject Note and Mortgage. The underlying Note was payable to the Plaintiff or indorsed (specifically or in blank) and negotiated to the Plaintiff. Prior to the filing of this Complaint, Plaintiff or Plaintiff's Agent was in possession and control of the original note or evidence of ownership of the original note.

11. Plaintiff has sent notices as required by Real Property Actions and Proceedings Law §1304, has complied with Real Property Actions and Proceeding Law §1306, unless exempt from doing so, and the loan at issue in this action complied with the provisions of Banking Law §§ 595-a, 6-l and 6-m, as applicable.

12. During the pendency of this action, the Plaintiff may be compelled to pay local taxes, assessments, water rates, insurance premiums and other charges affecting the Premises. In that event, the Plaintiff requests that such amounts with interest, should be added to the sum secured by the Mortgage.

13. There are no other actions or pending proceedings at law to collect or enforce the note and mortgage.

WHEREFORE, Plaintiff demands judgment:

- (a) determining the amount due for principal, interest, taxes, insurance, costs, reasonable attorneys' fees and other charges;
- (b) declaring that the Defendants and all persons claiming an interest in the property subsequent to the filing of the Notice of Pendency be foreclosed of any interest or equity of redemption in the mortgaged premises and fixtures;
- (c) declaring that the mortgaged premises and fixtures be sold according to law;
- (d) awarding the sale proceeds to the Plaintiff to the extent determined under (a) above;
- (e) declaring that any of the parties to this action may become a purchaser upon such sale;
- (f) appointing a Receiver of the rents and profits of the mortgaged premises;

(g) granting the Plaintiff such additional relief as is proper.

Plaintiff specifically reserves its rights to share in any surplus monies arising from the sale of the mortgaged premises by virtue of its position as a lien creditor other than by the Mortgage.

Dated: February 16, 2023
Monroe County
Rochester, New York



Brettanie L. Hart Saxton, Esq.
Woods Oviatt Gilman LLP
Attorneys for Plaintiff
500 Bausch & Lomb Place
Rochester, NY 14604
Tel.: 855-227-5072



Amherst Town Board

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

15.9

Francina J. Spoth
Town Clerk

Meeting: 03/20/23 07:00 PM
Department: Town Clerk
DOC ID: 27283

COMMUNICATION 2023-41

REFERRED

**Notice of Claim: New York Central Mutual Fire Insurance
Company A/S/O Ly Thao Do Vs. Town of Amherst Et Al.**

3/20/2023

Referred to Attorney

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

HARRIETTE G. ZELMAN
ATTORNEY AT LAW

225 ROSLYN ROAD · ROSLYN HEIGHTS, NEW YORK 1157
TELEPHONE (516) 433-073

March 8, 2023

Town of Amherst
5583 Main Street
Williamsville, New York 14221
Attention: Claims

RECEIVED

MAR 13 2023

TOWN ATTORNEY

Re: New York Central Mutual Fire Insurance Company
a/s/o Ly Thao Do v. Town of Amherst, Amherst Police
Department and Heather Casselman
Claim No: NYCM20226268520
Date of Loss: 10/11/2022

Dear Sir/Madam:

This office represents New York Central Mutual Fire Insurance Company with reference to its subrogation claim to recover property damage, personal injury claim protection (PIP) benefits and additional personal injury protection (APIP) benefits paid to or on behalf of Ly Thao Do and Livia Nguyen.

I am enclosing herewith the following proof of damages along with the police report for your review.

Property damage claim: \$20,745.73

1. Estimate of damage and photographs depicting damage
2. Total loss report
3. Tow/Storage/Salvage report
4. Proofs of payment

PIP claims

1. IRN
2. PIP/Med Register for Ly Thao Do \$9,423.60
3. PIP/Med Register for Livia Nguyen \$364.18

APIP claim

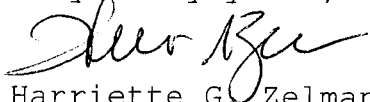
1. APIP subrogation agreement
2. APIP Register for Ly Thao Do \$4,655.55

Upon review of same kindly contact the undersigned with an eye towards settlement.

'23 MAR 14 AM 9:01

Thank you for your anticipated cooperation in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Harriette G. Zelman".

Harriette G. Zelman

HGZ/mns

Enclosures

/



Amherst Town Board

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

15.10

Francina J. Spoth
Town Clerk

Meeting: 03/20/23 07:00 PM
Department: Town Clerk
DOC ID: 27279

COMMUNICATION 2023-42

REFERRED

Summons and Complaint: Midfirst Bank Vs. Town of Amherst Et Al.

3/20/2023

Referred to Attorney

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE-----X
MIDFIRST BANKSUMMONS

Plaintiff,

vs

MORTGAGED PREMISES:
996 Beach Road
Cheektowaga, NY 14225

MEGHAN S. GREGORY AKA MEGHAN S. VAN ALSTINE, TOWN OF AMHERST, AS LEAD COMMUNITY FOR THE AMHERST-CHEEKTOWAGA HOME CONSORTIUM, BUFFALO SAVINGS BANK, UNKNOWN HEIRS OF HAROLD J. BAUMAN IF LIVING, AND IF HE/SHE BE DEAD, ANY AND ALL PERSONS UNKNOWN TO PLAINTIFF, CLAIMING, OR WHO MAY CLAIM TO HAVE AN INTEREST IN, OR GENERAL OR SPECIFIC LIEN UPON THE REAL PROPERTY DESCRIBED IN THIS ACTION; SUCH UNKNOWN PERSONS BEING HEREIN GENERALLY DESCRIBED AND INTENDED TO BE INCLUDED IN WIFE, WIDOW, HUSBAND, WIDOWER, HEIRS AT LAW, NEXT OF KIN, DESCENDANTS, EXECUTORS, ADMINISTRATORS, DEVISEES, LEGATEES, CREDITORS, TRUSTEES, COMMITTEES, LIENORS, AND ASSIGNEES OF SUCH DECEASED, ANY AND ALL PERSONS DERIVING INTEREST IN OR LIEN UPON, OR TITLE TO SAID REAL PROPERTY BY, THROUGH OR UNDER THEM, OR EITHER OF THEM, AND THEIR RESPECTIVE WIVES, WIDOWS, HUSBANDS, WIDOWERS, HEIRS AT LAW, NEXT OF KIN, DESCENDANTS, EXECUTORS, ADMINISTRATORS, DEVISEES, LEGATEES, CREDITORS, TRUSTEES, COMMITTEES, LIENORS, AND ASSIGNS, ALL OF WHOM AND WHOSE NAMES, EXCEPT AS STATED, ARE UNKNOWN TO PLAINTIFF, PEOPLE OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA ON BEHALF OF THE IRS, ERIE COUNTY CLERK

JOHN DOE (Those unknown tenants, occupants, persons or corporations or their heirs, distributees, executors, administrators, trustees, guardians, assignees, creditors or successors claiming an interest in the mortgaged premises.)

Defendant(s).

-----X

Attachment: DOC031323-03132023143018 (COM-2023-42 : Summons and Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in the above captioned action and to serve a copy of your Answer on the Plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the State. The United States of America, if designated as a Defendant in this action, may answer or appear within sixty (60) days of service hereof. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

NOTICE
YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

Erie County is designated as the place of trial. The basis of venue is the location of the mortgaged premises foreclosed herein.

DATED: February 13, 2023

Jonathan Jacobs

Jonathan W Jacobs, Esq.
Gross Polowy, LLC
Attorneys for Plaintiff
1775 Wehrle Drive, Suite 100
Williamsville, NY 14221
Tel.: (716) 204-1700

Attachment: DOC031323-03132023143018 (COM-2023-42 : Summons and Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE-----X
MIDFIRST BANKCOMPLAINT

Plaintiff,

vs

MORTGAGED PREMISES:

996 Beach Road
Cheektowaga, NY 14225

MEGHAN S. GREGORY AKA MEGHAN S. VAN ALSTINE, TOWN OF AMHERST, AS LEAD COMMUNITY FOR THE AMHERST-CHEEKTOWAGA HOME CONSORTIUM, BUFFALO SAVINGS BANK, UNKNOWN HEIRS OF HAROLD J. BAUMAN IF LIVING, AND IF HE/SHE BE DEAD, ANY AND ALL PERSONS UNKNOWN TO PLAINTIFF, CLAIMING, OR WHO MAY CLAIM TO HAVE AN INTEREST IN, OR GENERAL OR SPECIFIC LIEN UPON THE REAL PROPERTY DESCRIBED IN THIS ACTION; SUCH UNKNOWN PERSONS BEING HEREIN GENERALLY DESCRIBED AND INTENDED TO BE INCLUDED IN WIFE, WIDOW, HUSBAND, WIDOWER, HEIRS AT LAW, NEXT OF KIN, DESCENDANTS, EXECUTORS, ADMINISTRATORS, DEVISEES, LEGATEES, CREDITORS, TRUSTEES, COMMITTEES, LIENORS, AND ASSIGNEES OF SUCH DECEASED, ANY AND ALL PERSONS DERIVING INTEREST IN OR LIEN UPON, OR TITLE TO SAID REAL PROPERTY BY, THROUGH OR UNDER THEM, OR EITHER OF THEM, AND THEIR RESPECTIVE WIVES, WIDOWS, HUSBANDS, WIDOWERS, HEIRS AT LAW, NEXT OF KIN, DESCENDANTS, EXECUTORS, ADMINISTRATORS, DEVISEES, LEGATEES, CREDITORS, TRUSTEES, COMMITTEES, LIENORS, AND ASSIGNS, ALL OF WHOM AND WHOSE NAMES, EXCEPT AS STATED, ARE UNKNOWN TO PLAINTIFF, PEOPLE OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA ON BEHALF OF THE IRS, ERIE COUNTY CLERK

Attachment: DOC031323-03132023143018 (COM-2023-42 : Summons and Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

JOHN DOE (Those unknown tenants, occupants, persons or corporations or their heirs, distributees, executors, administrators, trustees, guardians, assignees, creditors or successors claiming an interest in the mortgaged premises.)

Defendant(s).

-----X

The Plaintiff by its attorneys, Gross Polowy, LLC, for its complaint against the Defendant(s) alleges upon information and belief as follows:

AS AND FOR A FIRST CAUSE OF ACTION:

1. Plaintiff, MidFirst Bank is a Federally Chartered Savings Association organized and existing under the laws of the United States of America and the holder of the subject note and mortgage with delegated authority to institute this mortgage foreclosure action by the owner of the subject note and mortgage and has the right to foreclose. Attached here as Schedule A is a copy of the original note.

2. On or about September 15, 2006, Meghan S. Gregory AKA Meghan S. Van Alstine executed and delivered a note whereby Meghan S. Gregory AKA Meghan S. Van Alstine promised to pay the sum of \$49,608.00 plus interest on the unpaid amount due. The terms of the note were further modified.

3. As security for the payment of the note Meghan S. Gregory AKA Meghan S. Van Alstine duly executed and delivered a mortgage, in the amount of \$49,608.00 which was recorded as follows.

Recording Date: September 15, 2006
Book 13312/Page 5765
Office of the Erie County Clerk

The mortgage was subsequently assigned to MidFirst Bank, A Federally Chartered Savings Association.

Said Mortgage was subsequently modified by a Loan Modification Agreement executed by Meghan S. Gregory AKA Meghan S. Van Alstine on May 23, 2017 and recorded August 2, 2017 in Book 13821, Page 4954 in the Office of the Erie County Clerk.

4. The mortgaged property is known as 996 Beach Road, Cheektowaga, NY 14225. The tax map designation is Section 80.19 Block 5 Lot 13. Plaintiff is foreclosing the land, buildings, and other improvements located on the property. The property is more fully described in Schedule B attached to this complaint.

Attachment: DOC031323-03132023143018 (COM-2023-42 : Summons and Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

5. Meghan S. Gregory AKA Meghan S. Van Alstine failed to comply with the conditions of the note and mortgage by not making the payment that was due on December 1, 2020 and subsequent payments.

6. There is now due and owing on the note and mortgage the following amounts:

Principal Balance: \$30,919.48

Interest Rate: 2%

Date Interest Accrues from: November 1, 2020

There is now further due and owing on said mortgage the following deferred amount:

Deferred Balance: \$ 3,800.00

Interest Rate: 0 %

Together with accrued late charges, monies advanced for taxes, assessments, insurance, securing, inspections, posting of notices, maintenance and preservation of the property.

7. In order to protect the value of the property and its rights in the property, the Plaintiff may have to pay additional taxes, assessments, water charges, insurance premiums and other charges and the costs, allowances, expenses of sale, and reasonable attorney's fees for the foreclosure. Plaintiff requests that any amount it pays, together with interest, be included in the total amount due.

8. The defendant(s) may have an interest encumbering the property, which is either subordinate to Plaintiff's mortgage, or paid in full, equitably subordinated, or adverse to Plaintiff's mortgage. The interest of each defendant is set forth in "Schedule C" of this complaint.

9. The interest or lien of the United States of America, the State, City or local government entity is set forth in "Schedule D" of this complaint.

10. Plaintiff has complied with sections 1304 and 1306 of the Real Property Actions and Proceedings Law and with all provisions of section 595-a of the Banking Law and any rules or regulations promulgated there under, and, if applicable, sections 6-l or 6-m of the Banking law.

11. A prior action was brought to recover part of the mortgage debt and was terminated.

AS AND FOR A SECOND CAUSE OF ACTION,
PLAINTIFF HEREIN ALLEGES:

12. Plaintiff repeats and re-alleges the allegations contained in Paragraphs "1" through "11", as though fully set forth herein.

13. Upon information and belief, all the defendants herein have or claim to have some interest in or lien upon said mortgaged premises or some part thereof which interest or lien, if any, has accrued subsequent to the lien of Plaintiff's mortgage, or has been paid or equitably subrogated to Plaintiff's mortgage, or has been duly subordinated thereto, or is adverse to that of

Plaintiff. The reason for naming said defendants is set forth in Schedule "C and/or D" that is attached to this complaint.

14. It appears from the public records that Buffalo Savings Bank holds a lien which is adverse to the Plaintiff's interest and which remains open of record as follows:

Eric County Clerk has lien(s) on its records held by Buffalo Savings Bank given by Harold J. Bauman and Ruth Bauman which appear(s) to be prior and adverse to the mortgage being foreclosed:

Recording date: June 30, 1959
Recording information: Book 5874 Page 483
County: Erie
Amount: \$7,000.00

15. The interest of Plaintiff in the property is set forth in paragraph "1", above.

16. Upon information and belief, all of the defendants are known, and none of them are infants, mentally retarded, mentally ill or alcohol abusers.

17. Upon information and belief, there are no persons not in being or ascertained at the commencement of this action who by any contingency contained in a devise or otherwise, could afterward become entitled to a beneficial estate or interest in the property involved in this action, and any judgment rendered herein will not and may not affect any such person not in being or not ascertained at the time of the commencement of this action.

18. The lien(s) of Defendant(s) Buffalo Savings Bank appear(s) to be prior and adverse to the mortgage being foreclosed and is/are subject to being extinguished as they pertain to the subject property pursuant to Article 15 of the Real Property Actions and Proceedings Law.

19. Plaintiff hereby requests that the Order of Reference state the following:

ORDERED, ADJUDGED AND DECREED, that the lien(s) which appear(s) to be prior and adverse to the mortgage being foreclosed, namely the lien against Defendant Harold J. Bauman and Ruth Bauman, given by the Defendant Buffalo Savings Bank, recorded on June 30, 1959 at Book 5874 Page 483 in the amount of \$7,000.00 is/are hereby extinguished as they pertain to the subject property pursuant to RPAPL Article 15; and it is further

ORDERED, ADJUDGED AND DECREED, that all Defendant(s) and all persons or entities claiming by, through or under them, be and are hereby forever barred and foreclosed of and from all right, claim, lien, interest or equity of redemption in and to said mortgaged premises; and it is further

ORDERED, ADJUDGED AND DECREED, that the record be reformed to reflect that the lien(s) of Defendant(s) Buffalo Savings Bank is/are extinguished as they pertain to the subject property; and it is further

ORDERED, ADJUDGED AND DECREED, that the Erie County Clerk upon the payment of its requisite fees, shall record and index a certified copy of this Order/Judgment in the same manner as the lien being extinguished; and it is further

ORDERED, ADJUDGED AND DECREED, that the Erie County Clerk is hereby directed to record a certified copy of this Order upon the payment of its requisite and lawful fees and index same against premises known as and by 996 Beach Road, Cheektowaga, NY 14225 and SBL: Section 80.19 Block 5 Lot 13.

AS AND FOR A THIRD CAUSE OF ACTION,
PLAINTIFF HEREIN ALLEGES:

20. Plaintiff repeats and re-alleges the allegations contained in Paragraphs "1" through "11", as though fully set forth herein.

21. Upon information and belief, all the defendants herein have or may claim to have an interest in or lien upon the mortgaged premises which is prior to or adverse to Plaintiff's mortgage, or was paid, equitably subrogated, or subordinated to Plaintiff's mortgage. The reason for naming said defendants is set forth in Schedule "C and/or D" that is attached to this complaint.

22. It appears from the public records that Unknown Heirs of Harold J. Bauman claim or might claim an interest in the mortgaged premises which is adverse to the Plaintiff's.

23. Pursuant to the deed dated May 15, 1946 and recorded on June 6, 1946 at Book 3908, Page 495, Harold J. Bauman owned a share of the mortgaged property, with Ruth V. Bauman as husband and wife.

24. Pursuant to the deed dated March 19, 1997 and recorded on May 13, 1997 at Book 10916, Page 0949, Ruth V. Bauman, as the surviving spouse of the estate of Harold J. Bauman purports to transfer the interest owned by Harold J. Bauman.

25. Upon information and belief, the deed dated March 19, 1997 and recorded on May 13, 1997 at Book 10916, Page 0949 was executed by all parties that might claim an interest in the mortgaged premises through the Estate of Harold J. Bauman.

26. Plaintiff is unable to locate the documentation to confirm that there were no other heirs to the Estate of Harold J. Bauman or that an Executor/Administrator of the Estate of Harold J. Bauman was duly appointed by a court of competent jurisdiction.

27. Upon information and belief, all of the defendants are known, except for the Unknown Heirs of Harold J. Bauman and none of them are infants, mentally retarded, mentally ill or alcohol abusers.

28. Upon information and belief, there are no persons not in being or ascertained at the commencement of this action who by any contingency contained in a devise or otherwise, could afterward become entitled to a beneficial estate or interest in the property involved in this action, and any judgment rendered herein will not and may not affect any such person not in

being or not ascertained at the time of the commencement of this action, except for the Unknown Heirs of Harold J. Bauman.

29. The possible interest of defendant Unknown Heirs of Harold J. Bauman appears to be prior and adverse to the mortgage being foreclosed and is subject to being extinguished as it pertains to the subject property pursuant to Article 15 of the Real Property Actions and Proceedings Law.

ORDERED, ADJUDGED AND DECREED, that the interest(s) which appear(s) to be prior and adverse to the mortgage being foreclosure, namely the possible interest of defendant Unknown Heirs of Harold J. Bauman is/are hereby extinguished as they pertain to the subject property pursuant to RPAPL Article 15, and it is further

ORDERED, ADJUDGED AND DECREED, that all Defendant(s) and all persons or entities claiming by, through or under them, be and are hereby forever barred and foreclosed of and from all right, claim, lien, interest or equity of redemption in and to said mortgaged premises; and it is further

ORDERED, ADJUDGED AND DECREED, that the record be reformed to reflect that the possible interest of Defendant(s) Unknown Heirs of Harold J. Bauman is/are extinguished as they pertain to the subject property; and it is further

ORDERED, ADJUDGED AND DECREED that the Erie County Clerk, Erie County is hereby directed to record a certified copy of this Order upon the payment of its requisite and lawful fees and index same against the premises known as and by 996 Beach Road, Cheektowaga, NY 14225, 996 Beach Road, Cheektowaga, NY 14225, and is more fully described in schedule B attached to this complaint.

WHEREFORE, PLAINTIFF DEMANDS:

- a. Judgment accelerating the maturity of the debt and determining the amount due Plaintiff for principal, interest, late charges, taxes, assessments, insurance, maintenance and preservation of the property and other similar charges, together with costs, allowances, expenses of sale, reasonable attorney's fees, all with interest, pursuant to the terms of the Note and Mortgage.
- b. That the property be sold at auction to the highest bidder in accordance with the referee's terms of sale.
- c. That the interest of the defendant(s) and all persons claiming by or through them be foreclosed and their title, right, claim, lien, interest or equity of redemption to the property be forever extinguished.
- d. That out of the sale proceeds, the Plaintiff be paid the amounts due for principal, interest, late charges, taxes, assessments, insurance, securing, inspections, posting of notices, maintenance and preservation of the property, and other similar charges, together with court costs, allowances, expenses of sale, and reasonable attorney's fees, all with interest.
- e. That the property be sold in as is condition and subject to the facts an inspection or accurate survey of the property would disclose, covenants, restrictions,

- easements and public utility agreements of record, building and zoning ordinances and violations, and the equity of redemption of the United States of America.
- f. That Plaintiff may purchase the property at the sale.
 - g. That a receiver be appointed for the property, if requested by Plaintiff.
 - h. That a deficiency judgment against Meghan S. Gregory AKA Meghan S. Van Alstine, to the extent allowable by law, for the amount that remains due after distribution of the sale proceeds, unless the debt was discharged in a bankruptcy or is otherwise uncollectable, be granted if requested by Plaintiff.
 - i. That if the Plaintiff possesses other liens against the property, they not merge with the mortgage being foreclosed and that Plaintiff, as a subordinate lien holder, be allowed to share in any surplus proceeds resulting from the sale.
 - j. That Buffalo Savings Bank interest in the mortgaged premises, and all persons or entities claiming by, through or under them, be extinguished as it pertains to the subject property, and that Buffalo Savings Bank and all persons or entities claiming by, through or under them, be barred and foreclosed of and from all right, claim, lien, interest or equity or redemption in and to said mortgaged premises and that the Plaintiff be granted reformation of the record to reflect said lien being extinguished.
 - k. That the interest of Unknown Heirs of Harold J. Bauman in the mortgaged premises, and all persons or entities claiming by, through or under them, be extinguished as it pertains to the subject property, and that and all persons or entities claiming by, through or under them, be barred and foreclosed of and from all right, claim, lien, interest or equity or redemption in and to said mortgaged premises, and that the Plaintiff be granted reformation of the record to reflect said lien being extinguished.
 - l. Awarding the relief requested in the SECOND, AND THIRD cause of action stated in this complaint.
 - m. That the Court award Plaintiff additional relief that is just, equitable and proper.

DATED: February 13, 2023

Jonathan Jacobs

Jonathan W Jacobs, Esq.
Gross Polowy, LLC
1775 Wehrle Drive, Suite 100
Williamsville, NY 14221

Attachment: DOC031323-03132023143018 (COM-2023-42 : Summons and Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)



Amherst Town Board

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

15.11

Francina J. Spoth
Town Clerk

Meeting: 03/20/23 07:00 PM
Department: Town Clerk
DOC ID: 27300

COMMUNICATION 2023-43

REFERRED

Summons and Complaint: Renee D. Sims Vs. Town of Amherst Et Al.

3/20/2023

Referred to Attorney

RESULT:	REFERRED [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

RENEE D. SIMS,

Plaintiff

v.

SNYDER FIRE DEPARTMENT,
TOWN OF AMHERST,
JOHN V. FILDES,

Defendants.

**SUMMONS and
COMPLAINT**

Index No.: 802661/2023

TO THE ABOVE-NAMED DEFENDANTS:

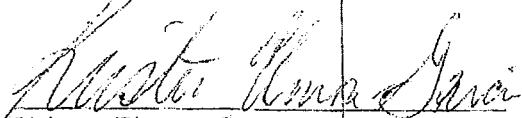
YOU ARE HEREBY SUMMONED AND REQUIRED to serve upon the plaintiff attorneys, at the address stated below, a written Answer to the attached Complaint.

If this Summons is served upon you within the State of New York by personal service you must respond within twenty (20) days after service, not counting the day of service. If this Summons is not personally delivered to you within the State of New York, you must respond within thirty (30) days after service is complete, as provided by law.

If you do not respond to the attached Complaint with the applicable time limitation stated above a Judgment will be entered against you, by default for the relief demanded in the Complaint, without further notice to you.

This action is brought in the County of Erie because of Plaintiff's residence.

DATED: February 27, 2023



Kristen Elmore-Garcia, Esq.
JOHN V. ELMORE, P.C.
Attorneys for Plaintiff
2969 Main Street, Suite 200
Buffalo, New York 14214
(716) 300-0000

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

RENEE D. SIMS,
Plaintiff

v.

COMPLAINT

SNYDER FIRE DEPARTMENT,
TOWN OF AMHERST,
JOHN V. FILDES,

Index No.: 802661/2023

Defendants.

Plaintiff, by her attorneys, John V. Elmore, P.C., for her Complaint in the above-entitled action, states as follows:

1. The Plaintiff, RENEE D. SIMS, at all times hereinafter referenced, was and still is a resident of the [REDACTED].

2. That the Defendant, TOWN OF AMHERST, is a municipal corporation duly organized and existing under a pursuant to the laws of the State of New York.

3. That the Defendant, SNYDER FIRE DEPARTMENT, is a political subdivision of the State of New York located within the TOWN OF AMHERST.

4. That the Defendant, JOHN V. FILDES, was and still is a resident of the County of [REDACTED] and was engaged as a firefighter for the SNYDER FIRE DEPARTMENT.

5. That at all times hereinafter mentioned, the Defendants, TOWN OF AMHERST and SNYDER FIRE DEPARTMENT, were the owners of 2014 e-one rescue pumper firetruck bearing no license plate number.

6. Pursuant to New York State Vehicle and Traffic Law §388, Defendants, TOWN OF AMHERST and SNYDER FIRE DEPARTMENT are responsible for the negligence of the permissive user, co-defendant, JOHN V. FILDES.

7. That on or about January 31, 2022, Plaintiff, RENEE D. SIMS, was the operator of 2007 Chevy Cobalt travelling along Burroughs Drive, and was stopped at the intersection of Burroughs and Main Street in the Town of Amherst, County of Erie and State of New York.

8. That on or about January 31, 2022, at approximately 11:12 a.m., the rescue pumper was being operated by Defendant, JOHN V. FILDES, and collided with Plaintiff, RENEE D. SIMS' motor vehicle as the rescue pumper was attempting to make a tight left turn from Main Street onto Burroughs.

9. The aforesaid vehicles collided as a result of the negligence and recklessness of Defendant, JOHN V. FILDES.

10. As a result of the negligence and recklessness of the Defendants, Plaintiff, RENEE D. SIMS, sustained serious and permanent injuries.

11. Plaintiff, RENEE D. SIMS, sustained a serious injury as defined under New York State Insurance Law §5102(d).

12. That on or about March 23, 2022, a Notice of Claim was served on behalf of the Plaintiff upon Defendants TOWN OF AMHERST, SNYDER FIRE DEPARTMENT and JOHN V FILDES.

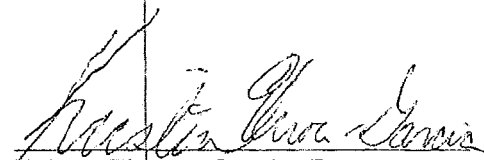
13. At least thirty (30) days have elapsed since the foregoing, and adjustment and/or payment of the above claim has been neglected and/or refused.

14. That on June 14, 2022, Plaintiff appeared for a 50-h examination pursuant to General Municipal Law §50-h(2).

15. Plaintiff has, in all respects, complied with the relevant provisions of the General Municipal Law.

WHEREFORE, Plaintiff, RENEE D. SIMS, does hereby demand judgment against the Defendants, TOWN OF AMHERST, SNYDER FIRE DEPARTMENT, and JOHN V. FILDES, jointly and severally in an amount to be determined by a jury upon the trial of this action, plus costs and disbursements.

DATED: February 27, 2023


Kristen Elmore-Garcia, Esq.
JOHN V. ELMORE, P.C.
Attorneys for Plaintiff
2969 Main Street, Suite 200
Buffalo, NY 14214
(716) 300-0000



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 03/20/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 27322

RESOLUTION 2023-323

ADOPTED

Adjust Lighting Facilities - Aesthetic Associates Centre/2500 Kensington LLC

RESOLVED, that the Town Board authorizes the Town Supervisor to request that the Aesthetic Associates Centre/2500 Kensington LLC review the lighting facilities located on its property at 2500 Kensington Avenue and adjust such lighting facilities to address the concerns of the neighboring property owners.

3/20/2023

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

FINANCIAL IMPACT:

n/a

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