



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, April 17, 2023

7:00 PM

Amherst Municipal Building

I. IN MEMORY

Karen Mang

II. INVOCATION

Supervisor Kulpa

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on April 17, 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	
Christopher P. Schregel	Town of Amherst	Traffic-Safety Coordinator	Present	
Daryl Bramer	Town of Amherst	Comptroller	Present	
Martin A. Polowy	Town of Amherst	Town Attorney	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Patrick G. Lucey	Town of Amherst	Highway Superintendent	Present	

V. MINUTES APPROVAL

1. Monday, March 20, 2023

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Town Board recognized the Professional Nurses Association of WNY for National Nurses Week.

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. **Resolution 2023-324**

Village Pointe Lane Parking Restrictions

A public hearing to install parking restrictions along Village Pointe Lane.

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

and,

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

and,

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

4/17/2023

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:10 PM.

Chris Schregel, Traffic-Safety Coordinator, presented.

The following speakers addressed the Town Board and requested a full parking restriction:
David Schutte, 115 Village Pointe Ln
Victoria D'Angelo, 216 Village Pointe Ln

Douglas Coppola, 215 Village Pointe Ln
Beverly LoTempio, 247 Village Pointe Ln
John Roehmholdt, 239 Village Pointe Ln

There were no further speakers from the public, therefore Supervisor Kulpa moved to keep the public hearing open, seconded by Councilmember Lavin and approved 4-1 (nay, Berger).

RESULT:	PUBLIC HEARING [4 TO 1]	Next: 5/8/2023 7:00 PM
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Shawn Lavin, Councilmember	
AYES:	Kulpa, Bucki, Lavin, Szukala	
NAYS:	Berger	

2. Resolution 2023-325

2023 Waterline Replacements (Bauman/Robinhill/Swanson) (Bond Resolution - \$950,000)

AGENDA ITEM : APRIL 17TH, 2023

TO: Town Board

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

DATE: April 12, 2023

RE: **2023 Waterline Replacements (Bauman/Robinhill/Swanson)**
2023-2028 C.I.P. - Project No. E-3

The above-referenced matter is scheduled for a Public Hearing on April 17, 2023 at 7:00 p.m. In this regard, kindly adopt a resolution (1) Adopting the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and (2) Adopting the attached bond documents **once the Public Hearing has been deemed closed**.

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

Thank you.

MAP:nmb

Attachment

c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - April 17, 2023**)
Daryl C. Bramer, Comptroller (w/attachment)
Lynda Juul, Director of Finance (w/attachment)

Dan Howard, Director of Planning (*w/attachment*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment*)
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Marc A. Bellacose, Junior Municipal Engineer (*w/attachment*)

4/17/2023

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was opened at 7:41 PM.

Marc Bellacose, Municipal Engineer, presented.

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

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was closed at 7:43 PM.

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

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

3. Resolution 2023-326**Local Law Amending Chapter 203 - to Exclude Certain Public Uses**

Public hearing with respect to a Local Law Amending Chapter 203, Part 1, General Provisions, to Add a New Section, 1-13 to Exclude Certain Public Uses.

4/17/2023

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was opened at 7:44 PM.

Martin Polowy, Town Attorney, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to keep the public hearing open, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

RESULT:	PUBLIC HEARING [UNANIMOUS]	Next: 5/8/2023 7:00 PM
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor	
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala	

VIII. DEVELOPMENT REVIEW ACTIONS

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

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

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

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

Membership is full.

13. Design Advisory Board

14. Employee Suggestion Program Merit Award Board

Membership is full.

15. Employee Suggestion Review Committee

16. Energy Conservation Citizens Advisory Committee (3)

17. Freedom of Information Law (FOIL) Board

18. Glen Park Joint Board

19. Historic Preservation Commission

Membership is full.

20. Information Technology Advisory Committee (1)

21. Library Board of Trustees

Membership is full.

22. Minority / Woman Owned Business (4)

23. Open Government Advisory Board (5)

24. Planning Board

Membership is full.

25. Recreation Commission (1)

26. Recycling and Waste Committee (3)

27. Senior Services Advisory Board (5)

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 7:48 PM.

The following speakers addressed the Town Board:

Tom Frank, 5403 Main St - Resolution 2023-352

Christina Coyle Lenz, 64 Chateau Ter E - Snyder Development

Cynthia Selden, 41 Beehunter Ct Unit C - Audubon Library expansion

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Public Expression was closed at 8:01 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:

B. DEPUTY SUPERVISOR BUCKI:

1. Resolution 2023-327

Appointment to 9/11 Commemoration Committee

WHEREAS, after the tragic events of September 11, 2001, the Town of Amherst created a 9/11 Commemoration Committee to plan, organize and conduct an annual ceremony to remember those lost; and

WHEREAS, the membership for this committee is unlimited; and

WHEREAS, the 9/11 Commemoration Committee currently has a Board of six (6) members, who shall continue to serve until their term of appointment expires, as follows:

Susan Grelick, Chair, term concludes 12/31/2023
Karen Eckert, Member, term concludes 12/31/2023
Patrice Fischer, Member, term concludes 12/31/2023
John Kasmer, Member, term concludes 12/31/2023

Sibu Nair, Member, term concludes 12/31/2023
Angela Rossi, Member, term concludes 12/31/2023; and

WHEREAS, resident and fire fighter Steve DiPasquale has expressed interest in serving on the 9/11 Commemoration Committee.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Steve DiPasquale to the 9-11 Commemoration Committee, for a term to conclude December 31, 2023.

4/17/2023

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:

1. Resolution 2023-328

Appointment to the Amherst Youth Board

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

WHEREAS, members participate in decisions affecting programming, policies, funding and public relations for youth programs and services; and

WHEREAS, the AYB has a maximum roster of 23 members, with the Amherst Town Board majority appointing members, who shall serve a three (3) year term; and

WHEREAS, the AYB currently has a Board of 14 members, who shall continue to serve until their term of appointment expires, as follows:

Danielle Alba, Member, term expires 12/31/2025
Jodi Benson, Member, term expires 12/31/2023
Mary Rose Buscaglia, Member, term expires 12/31/2024
Preyashi Chaudhuri, Member, term expires 12/31/2023
Dawn Cwierley, Member, term expires 12/31/2023
Mark Forden, Member, term expires 12/31/2023
Hannah Joseph, Member, term expires 12/31/2024
Krista Krause, Member, term expires 12/31/2023

Tiger Li, Member, term expires 12/31/2024
Susan McClary, Member, term expires 12/31/2024
Ann Nichols, Member, term expires 12/31/2023
Gia Panesar, Member, term expires 12/3/2024
Nora Robshaw, Member, term expires 12/31/2024
Siddharth Suresh, Member, term expires 12/31/2023; and

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

WHEREAS, Kristy Lindner has attended Amherst Youth Board meetings and expressed interest in serving on the Amherst Youth Board.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the appointment of Kristy Lindner to the Amherst Youth Board for a term to end 12/31/2025.

4/17/2023

Consent

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

E. COUNCILMEMBER SZUKALA:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2023-329

2023 Facilities Vehicle and Equipment (Bond Resolution - \$110,000)

AGENDA ITEM : APRIL 17TH, 2023

TO: Town Board

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

DATE: April 12, 2023

RE: 2023 Facilities Vehicle and Equipment Bond
2023 C.I.P. - Project No. F-2
Bond Resolution - \$110,000

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

(1) Adopt the attached bond resolution authorizing the issuance of \$110,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb

Attachments

c: Tim Koller, Deputy Town Clerk
(w/attachments, **Agenda Item - April 17, 2023**)
Daryl C. Bramer, Comptroller (w/attachments)
Lynda Juul, Director of Finance (w/attachments)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (w/attachments)
Dan Howard, Director of Planning (w/attachments)
Daniel Rizzo, Director of Facilities (w/attachments)

4/17/2023

A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

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

2. Resolution 2023-330

Townwide Park Improvements (Bond Resolution - \$200,000)

AGENDA ITEM : APRIL 17TH, 2023

TO: Town Board

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

DATE: April 12, 2023

RE: Townwide Park Improvements
2023-2028 C.I.P. - Project No. H-6
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 - April 17, 2023**)
Daryl C. Bramer, Comptroller (w/attachments)
Lynda Juul, Director of Finance (w/attachments)
Dan Howard, Director of Planning (w/attachments)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (w/attachments)
Dominic N. Creamer, General Crew Chief (w/attachments)

4/17/2023

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

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

3. Resolution 2023-331

Townwide Road Striping (Bond Resolution - \$100,000)

AGENDA ITEM : APRIL 17TH, 2023

TO: Town Board

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

DATE: April 12, 2023

RE: Townwide Road Striping
2023-2028 C.I.P. - Project No. H-3
Bond Resolution - \$100,000

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 \$100,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb

Attachments

c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - April 17, 2023**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Patrick G. Lucey, Highway Superintendent (*w/attachments*)
Al Spoth, General Crew Chief (*w/attachments*)

4/17/2023

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

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

4. Resolution 2023-332

Town Facility Parking Lot Maintenance (Bond Resolution - \$100,000)

AGENDA ITEM : APRIL 17TH, 2023

TO: Town Board

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

DATE: April 12, 2023

**RE: Town Facility Parking Lot Maintenance
2023-2028 C.I.P. - Project No. F-3
Bond Resolution - \$100,000**

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 \$100,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb

Attachments

c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - April 17, 2023**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Brian J. Armstrong, Director of Engineering Services (*w/attachments*)

4/17/2023

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

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

5. Resolution 2023-333**Town Facility Parking Lot Maintenance - WPCF (Bond Resolution - \$100,000)****AGENDA ITEM : APRIL 17TH, 2023**

TO: Town Board

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

DATE: April 12, 2023

**RE: Town Facility Parking Lot Maintenance
2023-2028 C.I.P. - Project No. F-3
Order Calling Public Hearing - \$100,000**

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on May 8, 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.

MAP:nmb
Attachment

c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - April 17, 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)
Vaishali Reberholt, PE, Assistant Municipal Engineer (w/attachment)

4/17/2023

Consent

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

6. Resolution 2023-334**UBMD Project - Easements/Agreements**

AGENDA ITEM : APRIL 17TH, 2023

TO: Town Board

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

DATE: April 12, 2023

**RE: UBMD Project - Easements/Agreements
(CRS#s 3996-3998)**

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

Approval of Non-Exclusive License Agreement (CRS #3998), Permanent Non-Exclusive Driveway Access Easement (CRS #3997) and the Permanent Non-Exclusive Access and Waterline Easement (CRS #3996) UBMD Project

WHEREAS, on September 23, 2021, the Planning Board granted Site Plan Approval for the UBMD Surgery Center Medical Office Building and Public Roadway Project to be located at 111 North Maplemere Road (the "**Project**"); and

WHEREAS, on October 7, 2022, the Planning Department issued a Memorandum confirming that the final plans for the Project had been stamped as approved; and

WHEREAS, the Memorandum issued by the Planning Department on October 7, 2022 referenced above contained five (5) comments as follows:

1. That the 10 foot wide water service and pedestrian easement to the Town of Amherst across the southerly parking field be recorded with the Erie County Clerk's Office and copies provided to the Town prior to acceptance of the roadway and its associated improvements by the Town of Amherst.
2. That the reciprocal ingress/egress easement for the southerly most driveway from the southerly parking lot across Town of Amherst lands be recorded with the Erie County Clerk's Office and copies provided to the Town prior to acceptance of the roadway and its associated improvements by the Town of Amherst.
3. That a recorded copy of the non-exclusive parking license agreement be provided to the Town.
4. PIPs are required to be obtained from the Engineering Department.
5. Executed copies of the following easements must be provided to the Engineering Department prior to the issuance of any temporary or permanent Certificates of Occupancy by the Town of Amherst Building Department:
 - o Non-exclusive access easement in order to access the southernmost parking area;
 - o Water service and pedestrian access easements across the southern parking area.

WHEREAS, the required PIPs for the Project have previously been issued by the Town Board and improvements in furtherance of the Project are under construction; and

WHEREAS, on March 8, 2023, draft versions of the Non-Exclusive Parking License Agreement, the Permanent Non-Exclusive Driveway Access Easement and the Permanent Non-Exclusive Access and Waterline Easement were submitted to the Planning Department for review and transmitted to the Zoning Enforcement Officer and Town Attorney in accordance with Comments No. 1, No. 2 and No. 3 contained in the approval Memorandum issued by the Planning Department dated October 7, 2022;

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the Non-Exclusive Parking License Agreement, the Permanent Non-Exclusive Driveway Access Easement and the Permanent Non-Exclusive Access and Waterline Easement subject to review and approval by the Town Attorney's Office prior to the execution of these documents on behalf of the Town Board.

BE IT FURTHER RESOLVED, the Supervisor is authorized to execute the Non-Exclusive Parking License Agreement, the Permanent Non-Exclusive Driveway Access Easement and the Permanent Non-Exclusive Access and Waterline Easement on behalf of the Town Board upon the review and approval of these documents by the Town Attorney's Office.

BE IT FURTHER RESOLVED, that the Applicant/Project Sponsor shall after execution by all Parties, immediately record the Non-Exclusive Parking License Agreement, the Permanent Non-Exclusive Driveway Access Easement and the Permanent Non-Exclusive Access and Waterline Easement at the Erie County Clerk's Office and thereafter provide stamped "FILED" recorded copies of these documents to the Planning Department, Engineering Department and Town Attorney's Office.

MAP:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item - April 17, 2023**)

4/17/2023

Consent

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

7. Resolution 2023-335

Join New National Settlements (Pharmacies) - Opioid Litigation (CRS #3931, 3932 and 3933)

AGENDA ITEM : APRIL 17TH, 2023

TO: Town Board

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

DATE: April 12, 2023

RE: Joining New York Pharmacy New National Settlements With Pharmacies Wal-Mart (CRS #3932), Walgreens (CRS #3931) and CVS (CRS #3933) (Opioid Litigation)

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

RESOLVED, the deadline to join the New National Settlements is April 18, 2023; and

RESOLVED, that the Town Board authorize the Town of Amherst to join the New National Settlements referenced above;

BE IT FURTHER RESOLVED, that the Town Board authorize the Town Supervisor and/or Town Attorney to sign any and all agreements/documents required to effectuate the Town being part of the New National Settlements.

Thank you.

c: Timothy Koller, Deputy Town Clerk (**Agenda Item - April 17, 2023**)

4/17/2023

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

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

8. Resolution 2023-336

Memorandum of Understanding (Donny Hecht) (CRS #4004)

AGENDA ITEM : APRIL 17th, 2023

TO: Town Board

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

DATE: April 12, 2023

**RE: Memorandum of Understanding (MOU) Between:
Donny Hecht and the Town of Amherst (CRS #4004)**

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

WHEREAS, Mr. Hecht has previously acted as a caretaker on behalf of Mensch Capital Partners to the Westwood Property located at 772 North Forest Road, 385 Maple Road and 391 Maple Road; and

WHEREAS, the Westwood Property has since been sold to the Town of Amherst and is scheduled to close the afternoon of April 12th; and

WHEREAS, the Town does not desire to retain the services of Mr. Hecht;

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute a Memorandum of Understanding outlining specific arrangements for Mr. Hecht's departure from the Westwood Property pending successful completion of the Contract Routing System (CRS).

SAA:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item - April 17, 2023**)
Daniel J. Rizzo, Director of Facilities

RESULT: WITHDRAWN

9. Resolution 2023-337

Settlement of Article 7 Matter - 435 Creekside Drive, LLC V. Town of Amherst

AGENDA ITEM : APRIL 17TH, 2023

TO: Town Board

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

DATE: April 12, 2023

**RE: Settlement of Article 7 Matter
435 Creekside Drive, 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 : April 17TH, 2023**)
Emily Murphy, Town Assessor

4/17/2023

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 2023-338

Amusement License - Benderson Development Company

Request by Benderson Development at 1565-1703 Niagara Falls Boulevard for a First Class Amusement License to hold the following events:

April 1st, May 6th, June 3rd, July 1st, August 5th, September 2nd, October 14th & October 21st.

Code Enforcement Officer recommends a fee of \$50.00 per day. Total fee \$400.00.

The following conditions apply:

1. That all fire lanes be kept clear at all times.
2. For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
3. All temporary power must be code compliant
4. Bathroom facility must be made available & accessible.
5. Off street parking must be available and on site accessible parking must be maintained.
6. Fire Department access must be maintained at all times in the event of an emergency.
7. Events with 1,000 guests or more will require "Crowd Managers" per the 2020 FCNYS.
8. The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.
9. Mobile Food Vendors must be Town Licensed.

4/17/2023

Consent

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

2. Resolution 2023-339**East Amherst Correction to LOSAP Service Award Credits**

WHEREAS, the Town of Amherst is the sponsor of the East Amherst Volunteer Fire Company, and

WHEREAS, the East Amherst Fire Company has submitted the following corrections:

Thomas Maxian earned 4 years of credits that were previously forfeited. He has returned to active membership which entitles him to credit for those years. He began collecting his benefits in January of 2022. He will be owed an additional \$80 per month retroactive to that date. Penflex will increase the monthly benefit by \$80 for his June 1, 2023 payment. At which time Mr. Maxian would also be owed a one-time lump sum of \$1,360 for 17 retroactive payments of \$80 for January 1, 2022 through May 1, 2023.

John Redenbach is eligible to have his entitlement age lowered from the age 62 to age 55. He was eligible for a \$180 monthly payment beginning on January 1, 2023. Penflex can begin a monthly payment of \$180 on June 1, 2023. He will be owed a one-time lump sum of \$900 for the 5 missed payments in 2023. Based on the service credits received to date, the monthly payments will be reduced to \$20 a month on October 1, 2029 when he begins receiving payments from an annuity purchased for him which pays \$160 a month beginning at his previous entitlement age of 62.

WHEREAS, Penflex, the town actuary responsible for administering the LOSAP programs, requires that the Town Board approve the change;

NOW, THEREFORE, BE IT RESOLVED that the Town of Amherst Town Board hereby approves and adopts the corrections to the East Amherst Volunteer Fire Co. service award credits.

4/17/2023

Consent

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

3. Resolution 2023-340

New Firefighter for North Bailey Fire Company

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

Jordan Szatynski
316 Evans Complex, Ellicott SUNY UB
Buffalo, NY 14261

4/17/2023

Consent

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

4. Resolution 2023-341

New Firefighters for Swormville Fire Company

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

Kassy Steiger
10230 Transit Road
East Amherst, NY 14051

Logan Stout
8 Oakhill Court
East Amherst, NY 14051

4/17/2023

Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2023-342

**AWARD OF BID – Rodriguez Construction Group – General Contract
Amherst Veterans Canal Park – Capital Improvements TOA Project
No. 2022-F008**

On March 2, 2023, bids were received for the above referenced project. After a review of one (1) bid received (bid tabulation attached), we recommend award of this contract to Rodriguez Construction Group, 683 Northland Ave, Buffalo NY 14211, in the amount of \$149,000.00 to include the Base Bid.

We conducted a de-scope meeting on March 14, 2023 with the contractor. We find them to be a responsible bidder with a good project understanding and necessary paperwork in good order. The project scope includes restroom building upgrades, boat launch railing reconstruction, and gazebo roofing - all as identified in the bid documents. The contract work will not include Alternate #1.

Funding for this contract shall be from account KP2229-4972, and work is expected to be completed this spring to summer season of 2023.

Thank you for considering this request.

4/17/2023

Consent

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

E. CENTRAL ALARM:**F. COMPTROLLER:****1. Resolution 2023-343****Budget Transfers and Amendments****For April 17, 2023 Town Board Agenda**

To: Town Board
 From: Office of Town Comptroller
 Date: 4/12/2023
 Re: Various Department Budget Transfers / Amendments

I have received the following request(s) requiring budget transfers and / or amendments. Based on my review, I ask that the Town Board approve the following list;

BUDGET TRANSFERS - 2023**FROM:****TO:**

A1990.4000 Contingency \$20,000
To transfer funds from General Fund Contingency to Supervisors - Professional Services for CRS#3858, Res 2023-133.

A1220.4090 Professional Services \$20,000

N1954.1000 Amherst HOME- Personal Svcs \$71,955.13
 N1954.1300 Longevity \$35.00
 N1954.4050 Mileage \$1,679.44

N1954.1853 Sick Leave Incentive \$1,625.67
 N1954.4003 10% Admin \$13,697.37
 N1954.8010 Retirement \$39,982.98
 N1954.8030 FICA \$3,062.99
 N1954.8050 Hospital & Med Insurance \$12,298.04
 N1954.8051 Dental \$1,273.02
 N1954.4040 Travel \$1,729.50

To clean up budget.

A3130.4000 Shop with a cop- Contractual \$3,153.16
To record budget transfer for interfund transfer in to Trust account.

A3130.9000 Transfers Out \$3,153.16

A3310.4430 Rnge, Photo, Sewer Pipe \$11,710.00
To transfer funds into A3310.2550 for P.O. 2319589.

A3310.2550 Other Special Equip \$11,710.00

N2025.8030 CDBG Admin- FICA \$9,487.27
 N2025.8051 Dental \$957.18
 N2025.8052 Vision \$6,673.51
Requested per department

N2025.8050 Hospital Insurance \$7,916.00
 N2025.1000 Personal Svcs \$9,177.70
 N2025.4050 Mileage \$24.26

N2064.4000 Amherst CDBG Legal Aid \$5,000.00
Requested per department.

N2060.4000 CDBG ERA \$5,000.00

KP2136.4972 Construction Expense \$95,000.00
Requested per department.

KP2136.2150 Bldg. Improv. & Equip \$95,000.00

KP2302.4972 Construction Expense \$25,000
To transfer funds from construction into building acquisition to cover closing costs for KP2302 S. Cayuga.

KP2302.2750 Building Acquisition \$25,000

KP2215.4972 Audubon Golf - Construction \$150,000
To transfer funds from construction to other equipment for Audubon Golf.

KP2215.2600 Other \$150,000

BUDGET AMENDMENTS - 2023**INCREASE:****INCREASE:**

G. CONTRACT COMPLIANCE:**1. Resolution 2023-344****Lease Agreement for Club Car for 12 Tempo Gas Golf Carts - CRS #3990**

WHEREAS, the Contract Compliance and Administration Department is requesting approval to lease twelve (12) 2024 Tempo Gas Golf carts from Club Car, as per the attached proposal; and

WHEREAS, the term of the lease is 30 months and shall be paid in six (6) monthly installments (May through October) of \$2,157.84 in 2024, 2025 & 2026;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the Lease Agreement with Club Car; and

BE IT FURTHER RESOLVED, that approval is subject to successful completion of the Town's Contract Routing System, due to the fact that the golf carts must be ordered as soon as possible in order to be delivered in spring of 2024.

4/17/2023

Consent

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

2. Resolution 2023-345**RFP #202302 Professional Transportation & Traffic Analyses & Planning Services - CRS #3989/3993/3994**

WHEREAS, the Contract Compliance and Administration Department received proposals on February 16, 2023 for RFP #202302 for Professional Transportation & Traffic Analyses & Planning Services; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award contracts to Creighton Manning, Nelson\Nygaard & WSP USA, Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the

contracts with Creighton Manning, Nelson\Nygaard & WSP USA, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the need to get contracts in place as soon as possible so that a task order for a current project can be issued.

4/17/2023

Consent

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

3. Resolution 2023-346

Purchase of Office Furniture from Eaton Office Supply - CRS #3992

WHEREAS, Office furniture is available under NYS OGS contract through Eaton Office Supply; and

WHEREAS, the Contract Compliance Department is requesting Town Board Approval for the purchase of such office furniture, which will also require on-site delivery and setup;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the Agreement with Eaton Office Supply; and

BE IT FURTHER RESOLVED, that approval is subject to successful completion of the Contract Routing System, due to the fact that product is need as soon as possible.

4/17/2023

Consent

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

4. Resolution 2023-347**Award Bid #2023006A Armor Package for Ford Transit Van - CRS #4002**

WHEREAS, the Contract Compliance and Administration Department received bids on March 30, 2023 for Bid #2023006A Armor Package for Ford Transit Van; 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 this bid to The Armored Group (CRS #4002) as outlined on the attached bid tabulation form; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with The Armored Group; and

BE IT FURTHER RESOLVED, approval is subject to successful completion of the contract routing system due to the fact that an order needs to be placed as soon as possible to meet grant timelines.

4/17/2023

Consent

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

5. Resolution 2023-348**Amend CRS #2578 - Golf Maintenance Equipment - Piggyback on Fairfax County VA - Finch Services, Inc.**

WHEREAS, the Town has a current contract with Finch Services, Inc. to piggyback on the Fairfax County VA contract for Golf Maintenance Equipment, and this contract is still valid, but the original CRS record references KP2123-2600 and an amount of \$16,620.25; and

WHEREAS, the Contract Compliance Dept. would like to allow this contract to be used for other golf maintenance equipment purchases;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves this contract for the purchase of additional equipment, and approves amending the ORG/OBJECT/Amount in CRS #2578 to "Town-Wide/Various/Amount TBD".

4/17/2023

Consent

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

H. COURT:**I. ECONOMIC DEVELOPMENT:****1. Resolution 2023-349****Contract with County of Erie, Renovation of Royal Park CRS #3891**

Authorize the Supervisor to sign the contract between the County of Erie and the Town of Amherst for the Renovation of Royal Park, CRS 3891. The Erie County Legislature adopted resolution COMM. 8E-1, to provide grant funds in the amount of Four Hundred and Forty Thousand Dollars (\$440,000.00) to assist the Town with the cost of construction of renovations, in order to provide an adequate park experience for County residents and visitors to Royal Park.

4/17/2023

Consent

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

J. EMERGENCY SERVICES:**K. ENGINEERING SERVICES:****1. Resolution 2023-350****2023 - 2028 Capital Improvement Program Amendment ADA
Transition Plan Implementation, E-28**

By Resolution 2023-191, the Amherst Town Board adopted the PY 2023 Amherst CDBG/HOME Action Plan. As part of this program, funding in the amount of \$39,000 has been allocated to address Public Infrastructure and Facilities, which include improvements to sidewalks and ADA ramp deficiencies in designated HUD target areas. This work is consistent with the 2023-2028 CIP Project E-28, ADA Transition Plan Implementation project and as such, we are requesting the following amendment to include the CDBG funding, as follows:

CIP No.	Project Description	2023 CIP Allocations	Amend To
E-28	ADA Transition Plan Implementation	\$ 200,000 (LA)	\$ 200,000 (LA) \$ 39,000 (CDBG)
	Total	\$ 200,000	\$ 239,000

Please approve this amendment to the 2023-2028 CIP and assign the funding identified above. As the additional funding associated with this amendment is 100% CDBG funded, the above request is Town budget neutral.

4/17/2023

Consent

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

2. Resolution 2023-351

Removal of Existing Street Light (Pole #93) North Maplemere Road Extension

We are hereby requesting authorization for the decommissioning and removal of the existing street light (pole #93) located at the northeast end of North Maplemere Road, per the approved site plan for the above referenced project.

During the course of construction, removal of the existing street light is required to avoid conflicts with the new intersection. As such, National Grid requires a Town Board resolution authorizing the removal of the proposed street lighting. Please note that new lights will be installed during construction providing for proper pole density and light levels.

May we have your approval for the decommissioning and removal of the above referenced street light?

4/17/2023

Consent

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

3. Resolution 2023-352

Award of Bid - Canalway Trail & Hopkins Road Trail Safety Enhancements McLaughlin Construction Corp DBA Ed Bauer Construction

On March 16, 2023, bids were received for the above referenced project. After review of the two (2) bids received (tabulation attached), and information pertaining to the qualifications and experience of the bidders, we recommend the contract be awarded to McLaughlin Construction Corp. DBA Ed Bauer Construction, 2790 Clinton Street, West Seneca, NY, 14224 at their low base bid amount of \$288,275.00 and bid alternate #1 at \$9,525.00 for a total of \$297,800.00.

Funding is available from the project bond accounts KP1845-4972 (\$260,000.00) and KP2235-4972 (\$37,800.00). Bond account KP1845 includes grant funding from NYS Canal Corp. and the Office of Parks, Recreation and Historic Preservation Recreation Trails Program (OPRHP) that total \$183,500.00 and will be utilized toward the construction of this project.

May I please have your approval to award this low contract? Thank you for considering this request.

4/17/2023

Consent

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

4. Resolution 2023-353

Travel Request Required Operator Training Courses

The Engineering Department is requesting revised approval to send one (1) employee to attend the Basic Wastewater Operations Lab training course at the Niagara Falls Wastewater Treatment Plant through Jamestown Community College in June 2023. A

similar course was already approved through SUNY Morrisville with Resolution 2023-319, however, due to a waitlist and cheaper cost, we are looking to switch to this course. The total cost for the employee to attend is estimated to be \$1,640.67 and includes registration, tolls/mileage reimbursement and per diem.

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

Thank you for considering this request.

4/17/2023

Consent

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

5. Resolution 2023-354**Erie County Water Authority Request Proposal for One (1) Fire Hydrant Installation Sheridan Drive and Millersport Highway**

We are hereby requesting authorization to have one (1) fire hydrant installed at the above location.

During the course of waterline construction, the Erie County Water Authority is requesting to install one (1) additional fire hydrant at the southeast corner of Sheridan Drive and Millersport Highway. The referenced hydrant will be installed during the course of construction of the water main replacement along Sheridan Drive. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to do these installations. The Town is to pay the annual maintenance fee of \$229.08.

May we have your approval for the installation of one (1) additional fire hydrant?

4/17/2023

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 2023-355****Authorize Supervisor to Sign Contract with ComputerSearch-EBC -
CRS # 3911**

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst approves the contract with ComputerSearch-EBC to provide maintenance agreement for the electronic date/time stamp machines (2): machine # 1522962 in Dispatch and #5001908 in Office.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract that is subject to the Contract Routing System CRS #3911 and approval of the Town Attorney.

4/17/2023

Consent

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

2. Resolution 2023-356**Authorize Supervisor to Sign Contract Extension to Piggyback for
Corfu Machine Company - CRS #3929**

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback the County of Monroe contract with CORFU MACHINE COMPANY, INC, 1977 Genesee Street, Corfu, New York 14036 to provide services and repairs of hydraulic cylinders.

The Monroe County and Corfu Machine Company Bid Reference # 0206-21 for repair of Hydraulic Cylinders. Contract term extension is 4/1/21 through 3/31/2024.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #3929) and the approval of the Town Attorney.

4/17/2023

Consent

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

3. Resolution 2023-357

Award of 2023 - 2024 Purchasing Maintenance Materials Bids (Sections 1-7)

The Highway Department respectfully requests that the Purchasing Maintenance Materials Bids, Section 1 through 7 be awarded to the lowest bidders within specifications as follows:

SECTION 1: AGGREGATE MATERIAL, PLANT MIXED ASPHALT CONCRETE, PATCHING MATERIAL, HAULING AND LIQUID BITUMINOUS MATERIAL:

- 1-1 CRS # 3945 HOLCIM QUARRIES NY, INC
- 1-2 CRS # 3946 NEW ENTERPRISE STONE AND LIME COMPANY
- 1-3 CRS # 3947 CAMBRIA ASPHALT PRODUCTS INC
- 1-4 CRS # 3948 GERNATT ASPHALT PRODUCTS INC
- 1-5 CRS # 3949 SUIT KOTE CORPORATION

SECTION 2: PIPE, VARIOUS SIZES, INCLUDING CONCRETE, METAL, HDPE, PIPE LINER, FITTINGS, COUPLERS AND FLEXIBLE FERNCOS:

- 2-6 CRS # 3950 NIAGARA PRECAST, INC

SECTION 3: GEO-TEXTILE MATERIAL, SNOW FENCES AND ADA (DETECTABLE WARNING SURFACE TILE) AND GRASS PAVERS:

- 3-7 CRS # 3951 AIRTITE WINDOW AND DOOR COMPANY INC

SECTION 4: GRASS SEED, FERTILIZER (STARTER), TOPSOIL, SANDY LOAM, SOD, BALL DIAMOND MIXES AND FIELD MATERIALS, ENGINEERED WOOD FIBER (EWF) AND RUBBERIZED SAFETY MATERIALS (CHIPS) FOR PLAYGROUNDS:

- 4-8 CRS # 3952 SITEONE LANDSCAPE SUPPLY INC
- 4-9 CRS # 3953 LEO BRENON TOPSOIL
- 4-10 CRS # 3954 LAKESIDE SOD SUPPLY COMPANY

SECTION 5: CONCRETE BUILDING MATERIALS:

- 5-11 CRS # 3955 SCRATON THRUWAY BUILDERS SUPPLY INC
- 5-12 CRS # 3956 AIRTITE WINDOW AND DOOR COMPANY INC

SECTION 6: PRECAST CONCRETE MANHOLES, ROUND FRAMES/COVERS, PRE-CASE CATCH BASINS, RECTANGULAR FRAMES/GRATES AND MANHOLE RINGS (STEEL AND PLASTIC), FLAPGATES, PRE-CAST JERSEY BARRICADES:

- 6-13 CRS # 3957 KISTNER CONCRETE PRODUCTS INC

6-14 CRS # 3958 EJ USA INC
 6-15 CRS # 3959 BIHR LANDSCAPE INC
 6-16 CRS # 3960 NIAGARA PRECAST INC
 6-17 CRS # 3961 NEW ENTERPRISE STONE AND LIME COMPANY
 6-18 CRS # 3962 F W WEBB COMPANY

SECTION 7: SIGN MATERIAL (ALUM, SHEETING), STOP SIGNS, SIGN POLES, 3M PRODUCTS, TRAFFIC CONTROL EQUIPMENT (ELECTRICAL SYSTEMS) AND TRAFFIC SAFETY SIGNS/CONE BARS:

7-19 CRS # 3963 EBERL IRON WORKS INC
 7-20 CRS # 3964 HYATT'S GRAPHIC SUPPLY
 7-21 CRS # 3965 TRAFFIC PARTS INC
 7-22 CRS # 3966 TRAFFIC SYSTEMS INC
 7-23 CRS # 3967 EASTERN METAL OF ELMIRA INC

Additional specifications and details are provided and attached per each section and bidder Bid Tab.

NOW THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the Amherst Town Supervisor to sign each contract listed above and approval of these contracts are contingent upon the successful completion of the Contract Routing System (CRS) and the Town Attorney approval.

4/17/2023

Consent

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

4. Resolution 2023-358

Award of 2023 - 2024 Construction Bids (Section 8-15)

The Highway Department respectfully requests that the Construction Bids, SECTION 8 through Section 15, be awarded to the lowest bidders within specifications as follows:

SECTION 8: PLANE AND TEXTURIZE - SCARIFYING AND COLD MILLING EXISTING ROAD SURFACES:

8-1 CRS # 3978 MUNICIPAL MILLING AND MAINTENANCE LLC
 8-2 CRS # 3979 DONEGAL CONSTRUCTION CORP

SECTION 9: CASUAL BLACK TOP REPAIR, NOVA CHIPS, MICRO-RESURFACING, CRACK FILL APPLIED, BLACKTOP SEALER APPLIED AND BITUMINOUS LIQUID MATERIAL APPLIED:

- 9-3 CRS # 3980 MIDLAND ASPHALT MATERIALS INC
9-4 CRS # 3981 SUIT KOTE CORPORATION
9-5 CRS # 3982 AMHERST SEALER INC

SECTION 10: ROAD RESURFACING

- 10-6 CRS # 3983 AMHERST PAVING INC

SECTION 11: BIKE PATH AND TRAILWAY REHABILITATION:

- 11-7 CRS # 3984 AMHERST PAVING INC

SECTION 12: CATCH BASIN REPAIRS:

NO BIDS AWARDED

SECTION 13: CURBING, SIDEWALKS, DRIVEWAY APRONS, ADA HANDICAP RAMPS
AND CONCRETE / CURB CUTTING:

- 13-8 CRS # 3985 CVF CONCRETE CONSTRUCTION COMPANY

SECTION 14: PLANT MIXED CONCRETE AND CONTROLLED LOW STRENGTH MATERIALS:

- 14-9 CRS # 3986 HOLCIM QUARRIES NY INC
14-10 CRS # 3988 NEW ENTERPRISE STONE & LIME COMPANY INC

SECTION 15: ROAD STRIPING, PAINT EPOXY APPLICATIONS:

- 15-11 CRS # 3987 ACCENT STRIPE INC

Additional specifications and details are provided and attached per each section and bidder bid tab.

NOW THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the Amherst Town Supervisor to sign each contract listed above and approval of these contracts are contingent upon the successful completion of the Contract Routing System (CRS) and the Town Attorney approval.

4/17/2023

Consent

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

5. Resolution 2023-359**Contract Extension - Fleet Pride Company - CRS #3944**

Whereas, Bid # 2018040, Highway Department Heavy Duty Truck Parts allows for the contract to be extended for a period of two (2) years at the same terms and conditions; and

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2019-367 and 2021-320: and

NOW THEREFORE BE IT RESOLVED, the contract extension term will be dated from approval date through April 1, 2025; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Fleet Pride Company, 1696 Waldon Avenue, Cheektowga, NY 14225, subject to the Contract Routing System, CRS#3944 and the approval of the Town Attorney.

4/17/2023

Consent

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

6. Resolution 2023-360**Contract Extension - Frey the Wheelman Company - CRS #3941/CMS #1269**

WHEREAS, Bid #2018040 Highway Department Heavy Duty Truck Parts allows for the contract to be extended for a period of two (2) years at the same terms and conditions: and

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2019-367 and 2021-318; and

NOW, THEREFORE, BE IT RESOLVED, the contract extension term will be dated from approval date through April 1, 2025; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Frey the Wheelman, DBA Frey Heavy Duty, 805 Rein Road, Cheektowga, NY 14225, subject to the Contract Routing System (CRS#3941) and the approval of the Town Attorney.

4/17/2023

Consent

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

7. Resolution 2023-361**Extension of Garbage/Recycling Totes/Parts Contract - CRS #3927
(CMS #1601)**

WHEREAS, Cascade Engineering Inc has agreed to extend their contract for Garbage and Recycling Totes and Parts (BID # 2018043); and

WHEREAS, the contract allows for a one-year additional extension;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the extension of the contract with Cascade Engineering for the period March 26, 2023 thru March 25, 2024; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the one year contract extension with Cascade Engineering, Inc; and

BE IT FURTHER RESOLVED, approval is subject to successful completion of the Contract Routing System (CRS#3927) and approval of the Town Attorney.

4/17/2023

Consent

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

8. Resolution 2023-362**Authorization to Pay Southworth Milton, Inc**

The Highway Department requests Town Board authorization to pay Southworth Milton

Inc, 4610 East Saile Drive, Batavia, NY 14020 for major repairs on the Town's sole paving machine.

The Highway Department purchased a AP1000F Wheel Asphalt Paver in 2017 (2017-470). The contract warranty expired last year.

Town of Amherst repair costs will be \$5,368.93 with funds available in the budget under D5130 : 4240 under PO #23-19714.

We are seeking approval for the directive to the Town Comptroller for payment of the outstanding invoice to Southworth Milton, inc. Thank you for considering this request.

4/17/2023

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 2023-363

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

Recreation Attendant - PT/Youth & Recreation (2 Positions), Temporary, Effective April 18, 2023, \$15.50 ph, Step 1 for Sydney Doane and Daniel Knapp.

4/17/2023

Consent

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

2. Resolution 2023-364

School Crossing Guard - PT/Police Department

School Crossing Guard - PT/Police Department, Effective April 18, 2023, Temporary, \$14.20 ph, Step 1 for Herbert Wilber.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

4/17/2023

Consent

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

3. Resolution 2023-365

Messenger/Court

Please appoint a Messenger to the Court. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective April 18, 2023 at an hourly rate of \$15.24, Grade 2, Step A for Alyssa Scaduto.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

4/17/2023

Consent

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

4. Resolution 2023-366

Police Lieutenant/Police Department (2 Positions)

Please appoint two (2) Police Lieutenants to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective April 18, 2023 at an annual salary of \$104,142 for Craig Petit and Samantha Arena.

These are promotions for employees currently serving as Police Officer. Replacements are due to a promotion and retirement.

4/17/2023

Consent

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

5. Resolution 2023-367

Police Captain/Police Department

Please appoint a Police Captain to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective April 18, 2023 at an annual salary of \$114,616 for Greg Huller.

Pending Erie County Civil Service Rules and Regulations.

This is a promotion for an employee currently serving as Police Lieutenant. Replacing an employee who passed away.

4/17/2023

Consent

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

6. Resolution 2023-368

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 April 18, 2023 at an annual salary of \$38,674, Grade 7, Step A for Jared Burns.

Contingent upon completing all pre-employment requirements.

4/17/2023

Consent

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

7. Resolution 2023-369

Crime Analyst - PT/Police Department

Please appoint a Crime Analyst - PT to the Police Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective April 18, 2023 at an hourly rate of 22.00, Step 4 for Corey Brown.

4/17/2023

Consent

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

8. Resolution 2023-370

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective April 18, 2023 at an hourly rate of \$17.40, Grade 3, Step A for Nicholas Horvath.

Contingent upon completing all pre-employment requirements.

4/17/2023

Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2023-371

To Authorize the Town Supervisor to Enter into a Sub-Recipient Agreement with the Town of Cheektowaga for the Management of Activities Funded through the HOME Investment Partnership Program CRS #3917

WHEREAS, the Town of Amherst acts as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium; and

WHEREAS, the U.S. Department of Housing and Urban Development requires that the Town execute annual Sub-Recipient Agreements with the other member towns to include a more precise description of the allocation of responsibilities for managing projects utilizing HOME funds;

NOW, THEREFORE, BE IT RESOLVED, that subject to the satisfactory completion of the contract routing process, the Town Board of the Town of Amherst authorizes the Supervisor to enter into a Sub-Recipient Agreement with the Town of Cheektowaga for the 2023-24 Community Development program year.

4/17/2023

Consent

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

2. Resolution 2023-372

To Authorize the Town Supervisor to Enter into a Subrecipient Agreement with the Town of Tonawanda for the Management of

Activities Funded through the HOME Investment Partnership Program CRS #3925

WHEREAS, the Town acts as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium; and

WHEREAS, the U.S. Department of Housing and Urban Development requires that the Town execute annual Subrecipient Agreements with the other member towns to include a precise description of the allocation of responsibilities for managing projects utilizing HOME funds;

NOW, THEREFORE, BE IT RESOLVED, that subject to the satisfactory completion of the contract routing process, the Town Board of the Town of Amherst authorizes the Supervisor to enter into a Subrecipient Agreement with the Town of Tonawanda for the 2023-24 Community Development program year.

4/17/2023

Consent

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

3. Resolution 2023-373

Request to Travel to HUD Environmental Review Training in Syracuse, NY

Please approve the attendance of James Quinn to the HUD Part 58 In-Depth Environmental Review Training in Syracuse, New York from April 25-27, 2023. The cost is \$524.65. Attached is the travel request.

4/17/2023

Consent

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

4. Resolution 2023-374**Approval for Supervisor to Execute a Grant Agreement with NYS Homes and Community Renewal's Plus One Accessory Dwelling Unit Program CRS #4000**

WHEREAS, the Town of Amherst requested financial assistance from the New York State Homes and Community Renewals Plus One Accessory Dwelling Unit (ADU) Program in order to create the Amherst ADU Pilot Program; and

WHEREAS, the Town of Amherst's proposal was successful and awarded \$2 Million dollars from the Plus One ADU Program; and

WHEREAS, the Town's Program proposal aims to generate additional housing opportunities through direct assistance to homeowners for the design, approval and construction of new and rehabilitated Accessory Dwelling Units in eligible zoning districts, including those units intended for aging parents and disabled adult children; and

WHEREAS, the Town of Amherst will act as Lead Agency and certifies that Belmont Housing Resources for WNY, Inc. (Belmont) will be our Not-for-Profit Partner to provide construction management services; now therefore be it

RESOLVED, that the Amherst Town Board hereby authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to execute a Grant Agreement and any essential documents with NYS Homes and Community Renewal's Plus One Accessory Dwelling Unit Program in order to implement the Amherst Accessory Dwelling Unit Pilot Program.

4/17/2023

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 2023-375****Travel Request National Police Week**

TOWN BOARD AGENDA ITEM : APRIL 17, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

**RE: Travel Request
National Police Week**

Kindly adopt a Resolution authorizing four (4) Officers to attend the above entitled event being held in Washington, D.C. from May 13, 2023 through May 15, 2023. The cost for travel is approximately \$1,936.00.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: April 17, 2023**)

4/17/2023

Consent

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

2. Resolution 2023-376

**Training & Travel Request Law Enforcement Training Directors
Association of NYS Spring Conference**

TOWN BOARD AGENDA ITEM : APRIL 17, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

**RE: Training & Travel Request
Law Enforcement Training Directors Association of
NYS Spring Conference**

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled training being held in Lake George, New York from April 17, 2023 through April 21, 2023. The cost for this training is approximately \$1,024.17.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: April 17, 2023**)

4/17/2023

Consent

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

3. Resolution 2023-377

POSS Scheduling Software Agreement (CRS #3922) Visual Computer Solutions, Inc. (VCS)

TOWN BOARD AGENDA ITEM : APRIL 17, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: POSS Scheduling Software Agreement (CRS #3922)
Visual Computer Solutions, Inc. (VCS)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and Visual Computer Solutions, Inc., (VCS) with regard to the above-entitled matter. This is a three (3) year contract. This contract has successfully completed the Contract Routing System.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: April 17, 2023**)

4/17/2023

Consent

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

4. Resolution 2023-378**Removal of Existing Carpet (CRS #3968) GP Flooring Solutions****TOWN BOARD AGENDA ITEM: APRIL 17, 2023**

TO: Town Board
FROM: Scott P. Chamberlin, Chief of Police
RE: Removal of Existing Carpet (CRS #3968)
GP Flooring Solutions

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and GP Flooring Solutions with regard to the above-entitled matter. Approval of this agreement is contingent upon the successful completion of the Contract Routing process.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: April 17, 2023**)

4/17/2023

Consent

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

R. SENIOR SERVICES:**1. Resolution 2023-379****CSE/EISEP Amendment CRS #3912**

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

4/17/2023

Consent

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

S. SEWER/PLANT 16:

1. Resolution 2023-380

Purchase of One-Year Subscription for Mitchell1 ProDemand Online Service Manual CRS 3936

We respectfully request the Town Board to approve payment to Mitchell1 in order to renew our online subscription of Automotive Service/Repair Manuals for vehicle maintenance and repairs. The online subscription provides important software-driven diagnostic tools for the Engineering Department. The total amount for the 1-year subscription is \$2,460.00.

We are also requesting an insurance waiver as this is for an online-only subscription and Mitchell1 representatives will not be on site. Funding will be available from the Sewer Maintenance account G 9000 - 4240.

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

4/17/2023

Consent

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

2. Resolution 2023-381

Purchase of 1-Year Identifix Government Subscription - Vehicle Maintenance and Repair Program CRS #4003

We respectfully request the Town Board to authorize the expenditure of \$1,428.00 for a 1-Year Subscription for Identifix (\$119.00 per month). The subscription provides a database of updated, experience-based information for vehicle maintenance and repairs, including genuine OEM service and repair information for unedited factory data.

We are also requesting an insurance waiver as this is an online-only subscription and Identifix representatives will not be on site. The total amount for the 1-year subscription is \$1,428.00 and funding will be available from the Sewer Maintenance account G 9000 - 4240.

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

4/17/2023

Consent

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

3. Resolution 2023-382

Payment Authorization - W.W. Grainger CRS 358

The Engineering Department - Water Pollution Control Facility is requesting that the Town Board authorize payment to W.W. Grainger for invoice #9565474811 for \$2,800.07 along with credit invoice #9621921163 for \$-591.66, creating a total of \$2,208.41. This order was placed after the piggyback contract with NYSOGS and Grainger had expired and the intention was to wait until NYSOGS had extended the contract to get the pricing corrected. However, the Town is working with Sourcewell for a new contract with Grainger instead of NYSOGS and the items that were ordered cannot be returned.

Funding is available in G9916-4921, G9916-4923 and G9916-4924.

Thank you for considering this request.

4/17/2023

Consent

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

4. Resolution 2023-383**WPCF Critical Repair – E 1615 Sludge Hauling Truck Cyncon Equipment, Inc. CRS No. 3991**

The Engineering Department, WPCF division, is requesting that the Town Board authorize a not-to-exceed payment of \$9,000.00 for a critical repair being completed by Cyncon Equipment, Inc. to its sludge hauling truck, E-1615. The reason for this request is that the truck had to be taken out of service due to degrading hydraulic lines and cracked structural welds. As this truck is the division's only road worthy sludge hauling truck, the scope of repairs and critical need for the truck did not allow the time to process the request through CRS before obtaining approval. Cyncon repair estimate, # 21011, in the amount of \$7,550.23, is attached for review.

Funds for this request are available in G9916-4910.

This approval is contingent upon successful completion of the contract routing system.

Thank you for considering this request.

4/17/2023

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 2023-384****Travel Authorization**

Authorize Sam Berke to attend Certified Pool Operator Training in Tonawanda, NY on May 9 and 10, 2023.

4/17/2023

Consent

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

2. Resolution 2023-385

Rental Agreement (WNYRHL) - CRS #3926

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and WNY Roller Hockey League for rental of the Feature Rink at the Northtown Center.

4/17/2023

Consent

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

3. Resolution 2023-386

Travel Authorization - Public Markets Conference

Authorize Elizabeth Graczyk to attend the 11th International Public Markets Conference in Toronto, Ontario Canada on behalf of the Town of Amherst from July 8-10, 2023.

4/17/2023

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 2023-44****Correspondence from Joe Rubino**

Letter received from Joe Rubino regarding the Rezoning of 1789 Dodge Road.

4/17/2023

Referred to Planning and scheduled for Work Session on May 8th

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

2. Communication 2023-45**Correspondence from Sean Hopkins**

Letter submitted by Sean Hopkins, Esq. regarding the potential development of 239-240 & 242-251 Joe McCarthy Drive.

4/17/2023

Referred to Attorney and Planning

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

3. Communication 2023-46**Correspondence from Sean Hopkins**

Letter submitted by Sean Hopkins, Esq. regarding the donation of 75 Tupelo Lane to the Town of Amherst.

4/17/2023

Referred to Attorney and Planning

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

4. Communication 2023-47**Williamsville Farmer's Market 2023**

Letter from Ellie Grenauer requesting use of the Town parking lot for the upcoming 2023 season for the Williamsville Farmer's Market.

4/17/2023

Referred to Attorney and Emergency Services

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

5. Communication 2023-48**Amherst Community Diversity Commission 2022 Annual Report**

Attached is the annual report from the Amherst Community Diversity Commission.

4/17/2023

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

6. Communication 2023-49

**Notice of Motion for an Order Directing Service by Publication
Pursuant to CPLR 316: the Bank of New York Mellon Trust Company
Vs. Town of Amherst Et Al.**

4/17/2023

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 2023-50

Notice of Claim: Hassan A. Khan, MD Vs. Town of Amherst

4/17/2023

Referred to Attorney

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

8. Communication 2023-51

**Notice of Claim: Brian Armstrong and Karen Armstrong Vs. Town of
Amherst**

4/17/2023

Referred to Attorney

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

9. Communication 2023-52

**Notice of Claim: New York Central Mutual Fire Insurance Company
A/S/O Ly Thao Do Vs. Town of Amherst Et Al.**

4/17/2023

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 2023-53

**Notice of Claim: Allstate Fire and Casualty Insurance Company
A/S/O Michael Nitsche Vs Town of Amherst**

4/17/2023

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 2023-54

Notice of Claim: Kevin Mootz Vs. Town of Amherst

4/17/2023

Referred to Attorney

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

12. Communication 2023-55**Verified Notice of Claim: Nellie Brown and Gerard Fonte Vs. Town of Amherst****4/17/2023**

Referred to Attorney

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

13. Communication 2023-56**Amended Third Party Summons & Third Party Complaint: Terrence R. Baldwin Vs. Town of Amherst Et Al.****4/17/2023**

Referred to Attorney

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

14. Communication 2023-57**Second Third-Party Summons & Complaint: Jaquan Hunt Vs. Town of Amherst Et Al.**

4/17/2023

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. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Public Expression was opened at 8:06 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 8:06 PM.

XVIII. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The Town Board meeting of April 17, 2023 was adjourned at 8:07 PM.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 27383

RESOLUTION 2023-324

PUBLIC HEARING

Village Pointe Lane Parking Restrictions

A public hearing to install parking restrictions along Village Pointe Lane.

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

and,

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

and,

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

4/17/2023

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:10 PM.

Chris Schregel, Traffic-Safety Coordinator, presented.

The following speakers addressed the Town Board and requested a full parking restriction:

David Schutte, 115 Village Pointe Ln
 Victoria D'Angelo, 216 Village Pointe Ln
 Douglas Coppola, 215 Village Pointe Ln
 Beverly LoTempio, 247 Village Pointe Ln
 John Roehmholdt, 239 Village Pointe Ln

There were no further speakers from the public, therefore Supervisor Kulpa moved to keep the public hearing open, seconded by Councilmember Lavin and approved 4-1 (nay, Berger).

RESULT: **PUBLIC HEARING [4 TO 1]**
MOVER: Brian J. Kulpa, Supervisor
SECONDER: Shawn Lavin, Councilmember
AYES: Kulpa, Bucki, Lavin, Szukala
NAYS: Berger

Next: 5/8/2023 7:00 PM



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27381

RESOLUTION 2023-325

ROLL CALL VOTE (ADOPTED)

2023 Waterline Replacements (Bauman/Robinhill/Swanson) (Bond Resolution - \$950,000)

AGENDA ITEM : APRIL 17TH, 2023

TO: Town Board

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

DATE: April 12, 2023

**RE: 2023 Waterline Replacements (Bauman/Robinhill/Swanson)
 2023-2028 C.I.P. - Project No. E-3**

The above-referenced matter is scheduled for a Public Hearing on April 17, 2023 at 7:00 p.m. In this regard, kindly adopt a resolution (1) Adopting the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and (2) Adopting the attached bond documents **once the Public Hearing has been deemed closed**.

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

Thank you.

MAP:nmb
 Attachment

c: Tim Koller, Deputy Town Clerk
*(w/attachment, **Agenda Item - April 17, 2023**)*
 Daryl C. Bramer, Comptroller *(w/attachment)*
 Lynda Juul, Director of Finance *(w/attachment)*
 Dan Howard, Director of Planning *(w/attachment)*
 Dan Ulatowski, AICP, Assistant Planning Director/ZEO *(w/attachment)*
 Jeffrey S. Burroughs, PE, Town Engineer *(w/attachment)*
 Marc A. Bellacose, Junior Municipal Engineer *(w/attachment)*

4/17/2023

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was opened at 7:41 PM.

Marc Bellacose, Municipal Engineer, presented.

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

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was closed at 7:43 PM.

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

FINANCIAL IMPACT:

Bond Resolution - \$950,000

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, 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

EXTRACT OF MINUTES
 Meeting of the Town Board of the
 Town of Amherst, in the County of Erie, New York
 April 17, 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 April 17, 2023.

There were present: Hon. Brian J. Kulpa, Supervisor; and

Board Members: Jacqueline Berger, Councilwoman,
 Deborah Bruch Bucki, Deputy
 Supervisor/Councilwoman,
 Shawn Lavin, Councilman
 Michael R. Szukala, Councilman

There were absent:

Also present: Francina J. Spoth, Town Clerk

* * *

The Supervisor stated that a public hearing had been called for this meeting at the Town Hall, 5583 Main Street, Williamsville, New York, at 7 o'clock P.M. (Prevailing Time) to consider the increase and improvement of facilities of the Town's Water District No. 15 (the "District"), at the estimated total cost of \$950,000, consisting of watermain replacements along Bauman Road, Robinhill Road and Swanson Terrace, at the estimated maximum cost of \$950,000 (2023-2028 CIP Project No. E-3), as described in the map, plan and report dated February, 2023 prepared by the Town Engineering Department; and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law. The Town Clerk presented affidavits showing that the Notice

Attachment: CertExMins (RES-2023-325 : 2023 Waterline Replacements (Bauman/Robinhill/Swanson) (Bond Resolution - \$950,000))

of said public hearing had been duly published and posted pursuant to the provisions of Article 12 of the Town Law.

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

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

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

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed Extract of Minutes of a meeting of the Town Board of said Town of Amherst duly called and held on April 17, 2023, has been compared by me with the original minutes as officially recorded in my office as Town Clerk, and is a true, complete and correct copy thereof and of the whole of said original minutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 17th day of April, 2023.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

BOND RESOLUTION OF THE TOWN OF AMHERST,
 NEW YORK, ADOPTED APRIL 17, 2023,
 APPROPRIATING \$950,000 FOR THE INCREASE AND
 IMPROVEMENT OF FACILITIES OF THE TOWN'S
 WATER DISTRICT NO. 15, AND AUTHORIZING THE
 ISSUANCE OF BONDS OF SAID TOWN IN THE
 PRINCIPAL AMOUNT OF \$950,000 TO FINANCE SAID
 APPROPRIATION

Offered by: _____

Seconded By: _____

Recital

WHEREAS, following preparation of a map, plan and report and an estimate of cost for the increase and improvement of facilities of the Water District No. 15 (herein referred to as the "District"), in the Town of Amherst (herein called the "Town"), in the County of Erie, New York, and after a public hearing duly called and held on April 17, 2023, the Town Board of the Town determined that it is in the public interest to increase and improve the facilities of the District, and ordered that such facilities be so increased and improved;

Now, therefore, be it

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

Section 1. The Town hereby appropriates the amount of \$950,000 for the increase and improvement of facilities of the District, consisting of watermain replacements along

Bauman Road, Robinhill Road and Swanson Terrace, at the estimated maximum cost of \$950,000 (2023-2028 CIP Project No. E-3) in connection therewith, as described in the map, plan and report dated February, 2023 prepared by the Town Engineering Department. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$950,000. The plan of financing includes the issuance of \$950,000 bonds of the Town to finance said appropriation and the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same.

Section 2. Bonds of the Town are hereby authorized to be issued in the principal amount of \$950,000 pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

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

(a) The period of probable usefulness of the class of objects or purposes for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 1 of the Law, is forty (40) years.

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

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

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

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

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

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

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

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

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

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

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

The Resolution was declared adopted.

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed resolution of the Town Board of said Town adopted at a meeting duly called and held on April 17, 2023, has been compared by me with the original resolution as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 17th day of April, 2023.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

At a meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 17th day of April, 2023.

PRESENT:

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

 In the Matter

of the

Increase and Improvement of Facilities of the 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: _____

RESOLUTION AND
 ORDER AFTER PUBLIC
 HEARING

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of Water District No. 15 (herein referred to as the "District"), has caused the Town Engineering Department, engineers duly licensed by the State of New York (the "Engineer"), to prepare a map, plan and report dated February, 2023, for the

increase and improvement of facilities of the District, consisting of watermain replacements along Bauman Road, Robinhill Road and Swanson Terrace, at the estimated maximum cost of \$950,000 (2023=2028 CIP Project No. E-3) required in connection therewith as described in said report; and

WHEREAS, the Engineer has estimated that the cost of such increase and improvement of facilities shall be \$950,000 and said map, plan and report have been filed with the Town Board; and

WHEREAS, the Town Board adopted an Order describing in general terms the proposed increase and improvement of such facilities, specifying the estimated cost thereof, and stating the Town Board would meet to hear all persons interested in said increase and improvement of facilities on April 17, 2023 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York; and

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

WHEREAS, such public hearing was duly held by the Town Board on the 17th day of April, 2023 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York, with considerable discussion on the matter having been had and all persons desiring to be heard having been heard, including those in favor of and those in opposition to said increase and improvement of such facilities; and

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

Now, therefore, be it

DETERMINED, that it is in the public interest to increase and improve the facilities of the District as hereinabove described, at the estimated total cost of \$950,000; and it is hereby

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

FURTHER ORDERED, that the expense of said increase and improvement of facilities shall be financed by the issuance of \$950,000 bonds of the Town, and the cost of said increase and improvement of facilities, including payment of principal of and interest on said bonds, shall be paid by the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same; and it is hereby

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

DATED: April 17, 2023

(SEAL)

TOWN BOARD OF THE TOWN OF
AMHERST

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

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

The Resolution and Order were declared adopted.

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed resolution and order of the Town Board of said Town adopted at a meeting duly called and held on April 17, 2023, has been compared by me with the original resolution and order as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution and order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 17th day of April, 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



7.2.e

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

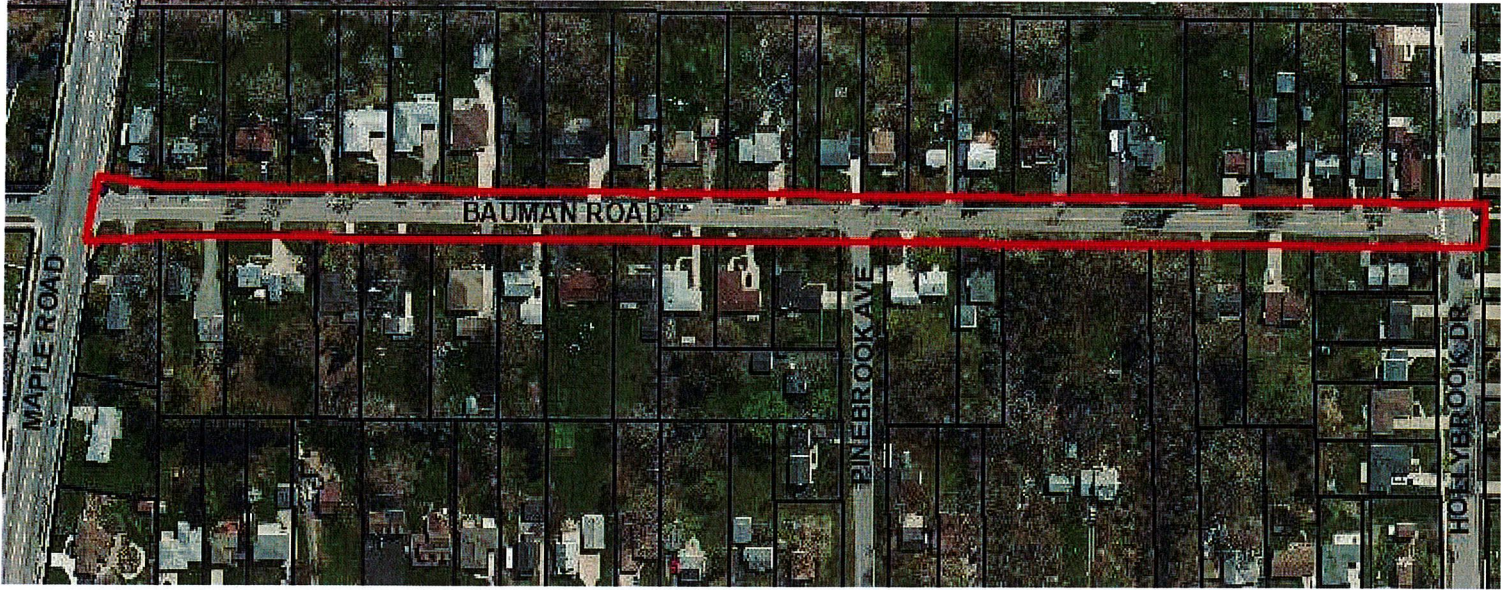


EXHIBIT 1: BAUMAN ROAD

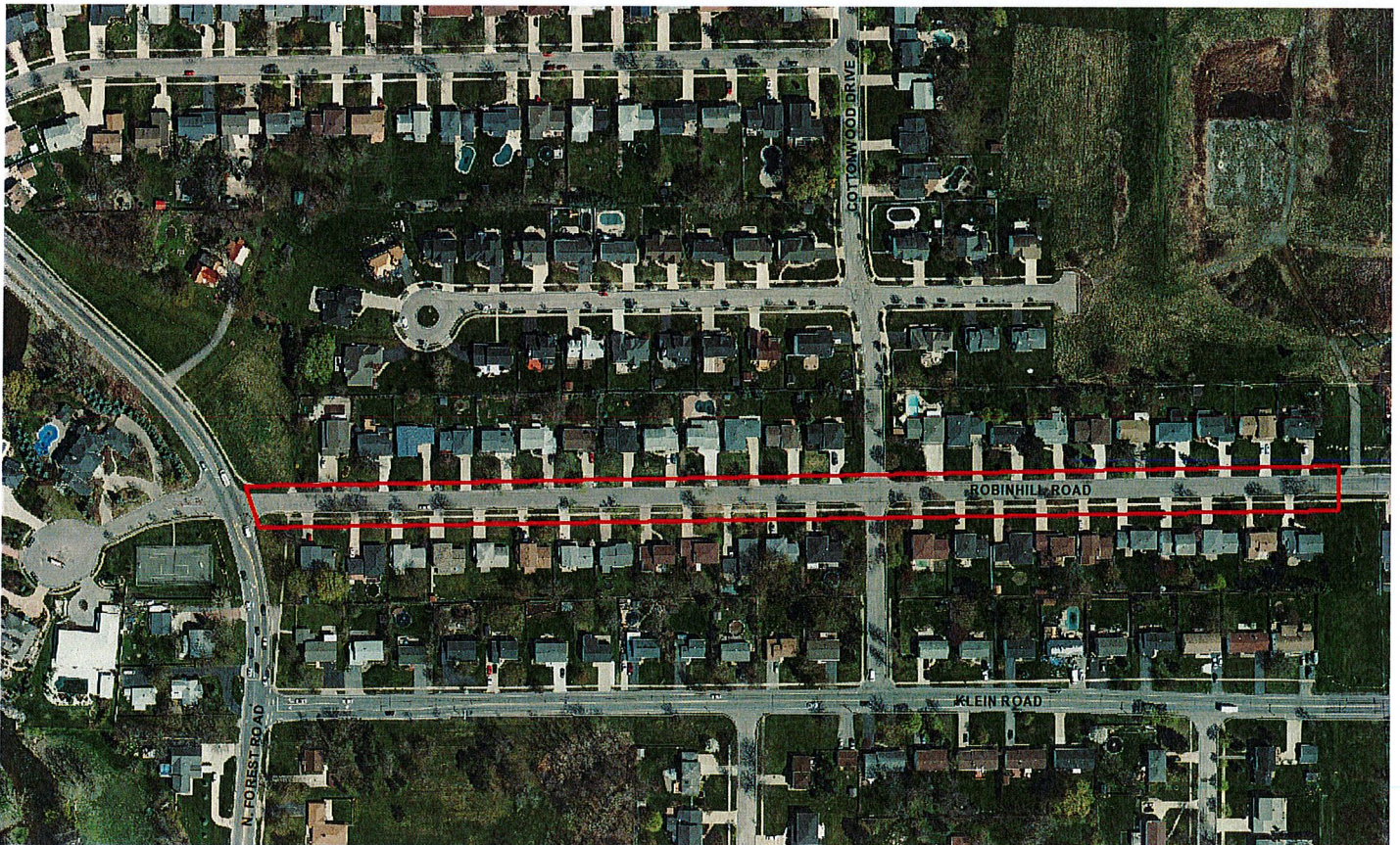


EXHIBIT 2: ROBINHILL ROAD

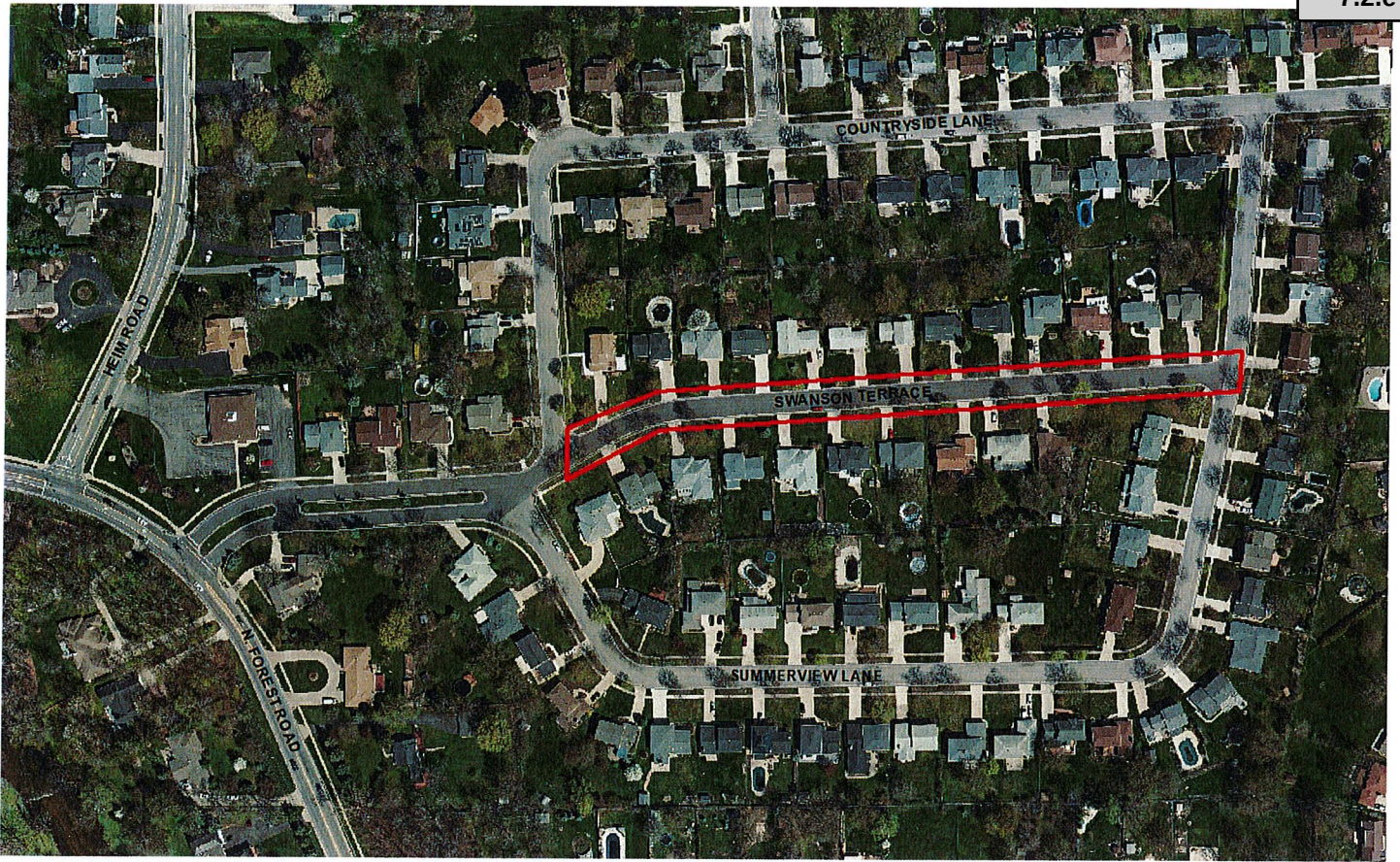


EXHIBIT 3: SWANSON TERRACE



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 27384

RESOLUTION 2023-326

PUBLIC HEARING

Local Law Amending Chapter 203 - to Exclude Certain Public Uses

Public hearing with respect to a Local Law Amending Chapter 203, Part 1, General Provisions, to Add a New Section, 1-13 to Exclude Certain Public Uses.

4/17/2023

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was opened at 7:44 PM.

Martin Polowy, Town Attorney, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to keep the public hearing open, seconded by Deputy Supervisor Bucki and unanimously approved 5-0.

RESULT:	PUBLIC HEARING [UNANIMOUS]	Next: 5/8/2023 7:00 PM
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor	
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala	

LOCAL LAW NO.____ -2023

TOWN OF AMHERST

COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Amending Chapter 203 Of The Code Of The Town Of Amherst, Also Known As The Zoning Ordinance, To Exclude Certain Public Uses

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 Of The Code Of The Town Of Amherst, Also Known As The Zoning Ordinance, To Exclude Certain Public Uses."

Section 2. Purpose

The purpose of this Local Law shall be to amend Chapter 203 of the Code of the Town of Amherst to exclude certain public uses.

Section 3.

Chapter 203 of the Code of the Town of Amherst is hereby amended to include a new section to Chapter 203, Part 1, namely Section 1-13, as follows:

Chapter 203, Part 1, Section 1-13

§203-1-13 Certain Public Uses Excluded

- A. The regulations of this chapter shall not be construed as to limit or interfere with the dedication, development or use of any land or building for public parks, other public recreation areas or public schools required for compulsory education; or with the use of land or buildings owned by the United States of America, the State of New York, the County of Erie or the Town of Amherst and used for governmental purposes; or with the construction, installation, operation and maintenance for public utility purposes of water or gas pipes, mains or conduits, electric light or electric power transmission or distribution lines, telephone or telegraph lines, cable television lines, oil pipe lines, sewers, sewer mains or incidental appurtenances; nor with any highway, railroad right-of-way or mass transit right-of-way existing or hereafter authorized by the United States of

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

America, the State of New York, the County of Erie, the Erie County Water Authority, or the Town of Amherst.

- B. These exceptions, however, shall not be interpreted to permit yards, garages or other buildings for service or storage by said public utilities which are otherwise permitted by this chapter in appropriate districts; nor shall these exceptions permit wireless telecommunications facilities as permitted by sections 6-7 and section 6-11, unless constructed by or for the Town of Amherst or on the Town's behalf to include governmental use.
- C. These exemptions do not apply to the provisions of the State Environmental Review Act (SEQRA) or other state or federal requirements, but are limited only to requirements of the Town of Amherst.
- D. The Town Board may prescribe conditions that it deems necessary or desirable and may require a site plan of the proposed installation. Application for such use impacting 20 acres or more may be referred to the Town Planning Board for its recommendation which shall be advisory only.

Section 4. Severability.

If any section, subsection, sentence, clause or phrase of this Local Law is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Chapter. The Town Board declares that it would have passed this Chapter, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases may be declared invalid or unconstitutional and, if for any reason this Chapter should be declared invalid or unconstitutional, then the remaining section, subsection, sentence, clause or phrases shall be in full force and effect.

Section 5. Effective Date

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

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

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Councilmembers
 Initiated by: **Deborah Bruch Bucki**
 Co-Sponsored by:

DOC ID: 27083

RESOLUTION 2023-327

ADOPTED

Appointment to 9/11 Commemoration Committee

WHEREAS, after the tragic events of September 11, 2001, the Town of Amherst created a 9/11 Commemoration Committee to plan, organize and conduct an annual ceremony to remember those lost; and

WHEREAS, the membership for this committee is unlimited; and

WHEREAS, the 9/11 Commemoration Committee currently has a Board of six (6) members, who shall continue to serve until their term of appointment expires, as follows:

Susan Grelick, Chair, term concludes 12/31/2023
 Karen Eckert, Member, term concludes 12/31/2023
 Patrice Fischer, Member, term concludes 12/31/2023
 John Kasmer, Member, term concludes 12/31/2023
 Sibin Nair, Member, term concludes 12/31/2023
 Angela Rossi, Member, term concludes 12/31/2023; and

WHEREAS, resident and fire fighter Steve DiPasquale has expressed interest in serving on the 9/11 Commemoration Committee.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Steve DiPasquale to the 9-11 Commemoration Committee, for a term to conclude December 31, 2023.

4/17/2023

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: 04/17/23 07:00 PM
 Department: Councilmembers
 Initiated by: **Shawn Lavin**
 Co-Sponsored by:

DOC ID: 27329

RESOLUTION 2023-328

ADOPTED

Appointment to the Amherst Youth Board

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

WHEREAS, members participate in decisions affecting programming, policies, funding and public relations for youth programs and services; and

WHEREAS, the AYB has a maximum roster of 23 members, with the Amherst Town Board majority appointing members, who shall serve a three (3) year term; and

WHEREAS, the AYB currently has a Board of 14 members, who shall continue to serve until their term of appointment expires, as follows:

Danielle Alba, Member, term expires 12/31/2025
 Jodi Benson, Member, term expires 12/31/2023
 Mary Rose Buscaglia, Member, term expires 12/31/2024
 Preyashi Chaudhuri, Member, term expires 12/31/2023
 Dawn Cwierley, Member, term expires 12/31/2023
 Mark Forden, Member, term expires 12/31/2023
 Hannah Joseph, Member, term expires 12/31/2024
 Krista Krause, Member, term expires 12/31/2023
 Tiger Li, Member, term expires 12/31/2024
 Susan McClary, Member, term expires 12/31/2024
 Ann Nichols, Member, term expires 12/31/2023
 Gia Panesar, Member, term expires 12/3/2024
 Nora Robshaw, Member, term expires 12/31/2024
 Siddharth Suresh, Member, term expires 12/31/2023; and

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

WHEREAS, Kristy Lindner has attended Amherst Youth Board meetings and expressed interest in serving on the Amherst Youth Board.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the appointment of Kristy Lindner to the Amherst Youth Board for a term to end 12/31/2025.

4/17/2023

Consent

FINANCIAL IMPACT:

None.

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27379

RESOLUTION 2023-329

ROLL CALL VOTE (ADOPTED)

2023 Facilities Vehicle and Equipment (Bond Resolution - \$110,000)

AGENDA ITEM : APRIL 17TH, 2023

TO: Town Board

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

DATE: April 12, 2023

**RE: 2023 Facilities Vehicle and Equipment Bond
 2023 C.I.P. - Project No. F-2
 Bond Resolution - \$110,000**

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

(1) Adopt the attached bond resolution authorizing the issuance of \$110,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb

Attachments

c: Tim Koller, Deputy Town Clerk
 (w/attachments, **Agenda Item - April 17, 2023**)
 Daryl C. Bramer, Comptroller (w/attachments)
 Lynda Juul, Director of Finance (w/attachments)
 Dan Ulatowski, AICP, Assistant Planning Director/ZEO (w/attachments)
 Dan Howard, Director of Planning (w/attachments)
 Daniel Rizzo, Director of Facilities (w/attachments)

4/17/2023

A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - \$110,000

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

EXTRACT OF MINUTES
Meeting of the Town Board of the
Town of Amherst, in the
County of Erie, New York
April 17, 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 April 17, 2023.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqueline Berger, Councilwoman Deborah Bruch Bucki, Deputy Supervisor/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-2023-329 : 2023 Facilities Vehicle and Equipment (Bond Resolution - \$110,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED APRIL 17, 2023, AUTHORIZING THE ACQUISITION OF MOTOR VEHICLES FOR THE TOWN FACILITIES DEPARTMENT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$110,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$110,000 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 acquire motor vehicles for the Town Facilities Department, as described in the map, plan and report prepared by said Department referencing the 2023 Capital Improvement Program Project F-2. The total estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$110,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of \$110,000 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 \$110,000 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. 29 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 April 17, 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 April, 2023.

(SEAL)

Town Clerk

Attachment: CertBondReso (RES-2023-329 : 2023 Facilities Vehicle and Equipment (Bond Resolution - \$110,000))



TOWN OF AMHERST
BUILDING DEPARTMENT – MAINTENANCE DIVISION

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7227
FAX: (716) 631-2958

Daniel Rizzo
Director of Facilities

2023 FACILITIES VEHICLE & EQUIPMENT BOND
2023 CIP PROJECT F-2

EQUIPMENT SUMMARY

(2) Ford Transit Van	\$109,450.00
Legal/Admin	<u>\$550.00</u>
Total Bond Amount	\$110,000.00

TAXATION SUMMARY

Total Bond Amount:	\$110,000.00	General Fund
Bond Term:	5 years	
Annual Tax Impact:	\$0.0023	per \$1000 AV
Typical Property Taxation:	\$0.5765	per \$250,000 AV

Please note that pricing is estimated under current market conditions. If pricing or availability changes, vehicles may need to be modified.

Attachment: MPR F-2 Facilities Vehicles (RES-2023-329 : 2023 Facilities Vehicle and Equipment (Bond Resolution - \$110,000))



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27380

RESOLUTION 2023-330

ROLL CALL VOTE (ADOPTED)

Townwide Park Improvements (Bond Resolution - \$200,000)

AGENDA ITEM : APRIL 17TH, 2023

TO: Town Board

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

DATE: April 12, 2023

RE: Townwide Park Improvements
 2023-2028 C.I.P. - Project No. H-6
 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 - April 17, 2023**)
 Daryl C. Bramer, Comptroller (w/attachments)
 Lynda Juul, Director of Finance (w/attachments)
 Dan Howard, Director of Planning (w/attachments)
 Dan Ulatowski, AICP, Assistant Planning Director/ZEO (w/attachments)
 Dominic N. Creamer, General Crew Chief (w/attachments)

4/17/2023

A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and

unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - \$200,000

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



Town of Amherst Planning Department

Erie County, New York



13.A.2.a

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

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 Park Improvements
2023-2028 C.I.P. Project H-6

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-6_Town_wide Park Improvements.docx

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



Town of Amherst Highway Department

Town-Wide Parks Improvements *2023 - 2028 C.I.P. Project H-6*

Map, Plan & Report
February 2023

CONTENTS:

- Approved 2023 - 2028 C.I.P. Project H-6
- Introductions / Existing Conditions
- Proposed Scope
- Financial / Taxation Summary
- SEQR Determination – Type II Action

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

Attachment: MPR H-6 Park Improvements (RES-2023-330 : Townwide Park Improvements (Bond Resolution - \$200,000))

TOWN OF AMHERST

Town-Wide Parks Improvements

APPROVED 2023-2028 CIP PROJECT H-6:



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
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	200 LA	200 LA	200 LA	200 LA	200 LA	200 LA	\$1,200,000

INTRODUCTION / EXISTING CONDITIONS:

Community Parks in the Town of Amherst are defined as park areas situated in open, public spaces, accessible to the community at-large. The Town of Amherst Parks Department, which is a part of the Amherst Highway Department, maintains all of the Town owned parks located within the Town of Amherst. Through the years, structures and equipment have deteriorated. 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 proposed scope of work includes the replacement, repair and construction of structures and equipment including, but not limited to playgrounds, restrooms, fencing, gazebos, and picnic benches and tables within the Town of Amherst Parks System.

It is anticipated that all of the above referenced activities will be completed by the end of 2023. The project may continue into 2024 if all work is not able to be completed in 2023 due to unforeseen circumstances.

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.

FINANCIAL SUMMARY:

Park Improvements:	\$199,000.00
Legal/Admin Fees:	<u>\$1,000.00</u>
Total 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.



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 Park Improvements
2023-2028 C.I.P. Project H-6

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-6_Town_wide Park Improvements.docx

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

Attachment: MPR H-6 Park Improvements (RES-2023-330 : Townwide Park Improvements (Bond Resolution - \$200,000))

EXTRACT OF MINUTES
Meeting of the Town Board of the
Town of Amherst, in the
County of Erie, New York
April 17, 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 April 17, 2023.

There were present: Hon. Brian J. Kulpa, Supervisor; and

Board members: Jacqueline Berger, Councilwoman
Deborah Bruch Bucki, Deputy
Supervisor/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-2023-330 : Townwide Park Improvements (Bond Resolution - \$200,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED APRIL 17, 2023, AUTHORIZING IMPROVEMENTS TO VARIOUS TOWN PARKS, 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 improvements to various Town parks, as described in the map, plan and report dated February 2023 and prepared by the Town of Amherst Highway Department (2023-2028 Capital Improvement Program, Project H-6). 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. 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 April 17, 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 April 17, 2023, authorizing improvements to various Town parks, 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,”

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

FIRST: AUTHORIZING said Town to undertake improvements to various Town parks, as described in the map, plan and report dated February 2023 and prepared by the Town of Amherst Highway Department (2023-2028 Capital Improvement Program, Project H-6); STATING the estimated 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;

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: April 17, 2023

FRANCINA J. SPOTH
Town Clerk

Section 8. The Town Clerk is hereby authorized and directed to cause said bond resolution to be published, in summary, after said bond resolution shall take effect, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

* * *

Attachment: CertBondReso (RES-2023-330 : Townwide Park Improvements (Bond Resolution - \$200,000))

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

AYES:

NOES:

The resolution was declared adopted.

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on April 17, 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 April, 2023.

(SEAL)

Town Clerk

Attachment: CertBondReso (RES-2023-330 : Townwide Park Improvements (Bond Resolution - \$200,000))

AFFIDAVIT OF POSTING

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

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

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

That on _____, 2023, she has caused to be conspicuously posted and fastened up a Notice setting forth an abstract of the bond resolution duly adopted by the Town Board on April 17, 2023, a copy of which is annexed hereto and made a part hereof, on the sign board of the Town maintained pursuant to the Town Law.

 Town Clerk

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

 Notary Public, State of New York

Attachment: CertBondReso (RES-2023-330 : Townwide Park Improvements (Bond Resolution - \$200,000))



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27385

RESOLUTION 2023-331

ROLL CALL VOTE (ADOPTED)

Townwide Road Striping (Bond Resolution - \$100,000)

AGENDA ITEM : APRIL 17TH, 2023

TO: Town Board

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

DATE: April 12, 2023

RE: Townwide Road Striping
 2023-2028 C.I.P. - Project No. H-3
 Bond Resolution - \$100,000

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 \$100,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb

Attachments

c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - April 17, 2023**)
 Daryl C. Bramer, Comptroller (*w/attachments*)
 Lynda Juul, Director of Finance (*w/attachments*)
 Dan Howard, Director of Planning (*w/attachments*)
 Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
 Patrick G. Lucey, Highway Superintendent (*w/attachments*)
 Al Spoth, General Crew Chief (*w/attachments*)

4/17/2023

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

resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - \$100,000

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



Town of Amherst Planning Department

Erie County, New York



13.A.3.a

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

Transmitted electronically

MEMORANDUM

March 22, 2023

TO: Al Spoth, General Crew Chief
Highway Department

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

RE: SEQR Determination
Town Wide Road Striping
2023-2028 C.I.P. Project H-3

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)\Townwide Road Striping_03_22_2023_H-3.docx

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

Attachment: SEQR Townwide Road Striping-04112023104100 (RES-2023-331 : Townwide Road Striping (Bond Resolution - \$100,000))

EXTRACT OF MINUTES
Meeting of the Town Board of the
Town of Amherst, in the
County of Erie, New York
April 17, 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 April 17, 2023.

There were present: Hon. Brian J. Kulpa, Supervisor; and

Board members: Jacqueline Berger, Councilwoman
Deborah Bruch Bucki, Deputy
Supervisor/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-2023-331 : Townwide Road Striping (Bond Resolution - \$100,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED APRIL 17, 2023, AUTHORIZING IMPROVEMENTS TO VARIOUS TOWN ROADS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$100,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$100,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the “Town”), is hereby authorized to undertake improvements to various Town roads including road striping, as described in the map, plan and report dated March 2023 and prepared by the Town of Amherst Highway Department (2023-2028 Capital Improvement Program, Project H-3). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$100,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of \$100,000 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 \$100,000 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. 20(c) of the Law, is fifteen (15) years.

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

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

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

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

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

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

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

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

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

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on April 17, 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 April 17, 2023, authorizing improvements to various Town roads, stating the estimated maximum cost thereof is \$100,000, appropriating said amount for such purpose, and authorizing the issuance of bonds in the principal amount of \$100,000 to finance said appropriation,”

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

FIRST: AUTHORIZING said Town to undertake improvements to various Town roads, including road striping, as described in the map, plan and report dated March 2023 and prepared by the Town of Amherst Highway Department (2023-2028 Capital Improvement Program, Project H-3); STATING the estimated maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is \$100,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of \$100,000 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 \$100,000 pursuant to the Local Finance Law of the State of New York (the “Law”) to finance said appropriation;

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

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

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

Attachment: CertBondReso (RES-2023-331 : Townwide Road Striping (Bond Resolution - \$100,000))

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

DATED: April 17, 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 April 17, 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 April, 2023.

(SEAL)

Town Clerk

Attachment: CertBondReso (RES-2023-331 : Townwide Road Striping (Bond Resolution - \$100,000))



Town of Amherst Highway Department

Town-Wide Road Striping *2023 - 2028 C.I.P. Project H-3*

Map, Plan & Report
MARCH 2023

CONTENTS:

- Approved 2023 - 2028 C.I.P. Project H-3
- Introductions / Existing Conditions
- Proposed Scope
- Financial / Taxation Summary
- SEQR Determination – Type II Action

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

TOWN OF AMHERST

Town-Wide Road Striping

APPROVED 2023-2028 CIP PROJECT H-3:

Supervisor's Recommended 2023 – 2028 Capital Improvement Program (9-30-22 REVISED)



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

INTRODUCTION / EXISTING CONDITIONS:

Funding under this CIP project is used for striping of various roads throughout the Town, and is used to supplement funding provided in the operating budget in account A3310.4331. The operating budget has not been funded sufficiently for all road striping needs since 2008, which resulted in capital funding being required. At that time, epoxy paint was \$0.24/lf versus the current pricing of approximately \$0.60/lf. Also, since 2008 there have been more commercial and residential developments to consider and additional road miles and traveling public.

PROPOSED SCOPE:

This Project is to restripe all town roadways that are not compliant with MUTCD visibility requirements. Due to the lack of striping funds over time, many of the Town road markings are in need of a fresh coat of paint. We also receive calls regularly from the Police, Traffic/Safety and residents that are concerned about visibility issues and this project will help to alleviate these concerns.

It is anticipated that all of the above referenced activities will be completed by the end of 2023. Work may continue into 2024 if there are any unforeseen circumstances.

The project will be bonded against the Town of Amherst Highway Fund at a total project cost of \$100,000. This project has a period of probable usefulness of 15 years.

FINANCIAL SUMMARY:

Striping Improvements:	\$99,500.00
Legal/Admin Fees:	<u>\$500.00</u>
Total Project	\$100,000.00

TAXATION SUMMARY:

Total Bond Amount:	\$100,000 Highway Fund
Bond Term:	15 Years
Annual Tax Impacts:	\$0.0009 per \$1,000 AV
Typical Property Taxation Impact:	\$0. 2197 per \$250,000 property

SEQR:

See attached determination from the Amherst Planning Department.



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

March 22, 2023

TO: Al Spoth, General Crew Chief
Highway Department

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

RE: SEQR Determination
Town Wide Road Striping
2023-2028 C.I.P. Project H-3

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)\Townwide Road Striping_03_22_2023_H-3.docx

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

Attachment: MPR H-3 Town Wide Road Striping (RES-2023-331 : Townwide Road Striping (Bond Resolution - \$100,000))



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27388

RESOLUTION 2023-332

ROLL CALL VOTE (ADOPTED)

Town Facility Parking Lot Maintenance (Bond Resolution - \$100,000)

AGENDA ITEM : APRIL 17TH, 2023

TO: Town Board

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

DATE: April 12, 2023

**RE: Town Facility Parking Lot Maintenance
 2023-2028 C.I.P. - Project No. F-3
 Bond Resolution - \$100,000**

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 \$100,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb
 Attachments

c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - April 17, 2023**)
 Daryl C. Bramer, Comptroller (*w/attachments*)
 Lynda Juul, Director of Finance (*w/attachments*)
 Dan Howard, Director of Planning (*w/attachments*)
 Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
 Brian J. Armstrong, Director of Engineering Services (*w/attachments*)

4/17/2023

A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. A motion to approve the Bond

resolution was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - \$100,000

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

EXTRACT OF MINUTES
Meeting of the Town Board of the
Town of Amherst, in the
County of Erie, New York
April 17, 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 April 17, 2023.

There were present: Hon. Brian J. Kulpa, Supervisor; and

Board members: Jacqueline Berger, Councilwoman
Deborah Bruch Bucki, Deputy
Supervisor/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-2023-332 : Town Facility Parking Lot Maintenance - \$100,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED APRIL 17, 2023, AUTHORIZING TOWN FACILITY PARKING LOT IMPROVEMENTS, 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 \$100,000 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 facility parking lot improvements as described in the map, plan and report dated April 2023, prepared by the Town Engineering Department (2023-2028 Capital Improvement Program Project F-3). 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 (i) the issuance of bonds in the aggregate principal amount of \$100,000 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 and (ii) the issuance of bonds in the aggregate principal amount of \$100,000 on behalf of the Town’s Consolidated Sewer District (the “District”), and the levy and collection of assessments on all the real property located in the District 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 \$100,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the “Law”), to finance said objects or purposes as set forth in section 1 hereof.

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

(a) The period of probable usefulness applicable to the class of objects or purposes for which said \$100,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 20(f) of the Law, is ten (10) years.

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

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

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

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

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

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

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

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

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

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on April 17, 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 APRIL 17, 2023, AUTHORIZING TOWN FACILITY PARKING LOT IMPROVEMENTS, 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 \$100,000 TO FINANCE SAID APPROPRIATION,”

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

FIRST: AUTHORIZING said Town is authorized to undertake Town facility parking lot improvements as described in the map, plan and report dated April 2023, prepared by the Town Engineering Department (2023-2028 Capital Improvement Program Project F-3); 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 (i) the issuance of bonds in the aggregate principal amount of \$100,000 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 and (ii) the issuance of bonds in the aggregate principal amount of \$100,000 on behalf of the Town’s Consolidated Sewer District (the “District”), and the levy and collection of assessments on all the real property located in the District to pay the principal of said bonds and the interest thereon as the same shall become due and payable;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of \$100,000 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 ten (10) 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-2023-332 : Town Facility Parking Lot Maintenance (Bond Resolution - \$100,000))

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: April 17, 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 April 17, 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 April, 2023.

(SEAL)

Town Clerk

Attachment: CertBondReso (RES-2023-332 : Town Facility Parking Lot Maintenance (Bond Resolution - \$100,000))

AFFIDAVIT OF POSTING

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

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

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

That on _____, 2023, she has caused to be conspicuously posted and fastened up a Notice setting forth an abstract of the bond resolution duly adopted by the Town Board on April 17, 2023, a copy of which is annexed hereto and made a part hereof, on the sign board of the Town maintained pursuant to the Town Law.

 Town Clerk

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

 Notary Public, State of New York

Attachment: CertBondReso (RES-2023-332 : Town Facility Parking Lot Maintenance (Bond Resolution - \$100,000))



Town of Amherst Building Maintenance Department

Town Facility Parking Lot Maintenance

2023-2028 C.I.P. Project F-3

Town of Amherst Project # 2023.013

Map, Plan & Report

April 2023

CONTENTS:

- Approved 2023 – 2028 CIP Project F-3
- Introductions / Existing Conditions
- Proposed Scope of Improvements
- Financial / Taxation Summary
- SEQR Determination – Type II Action

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

Attachment: MPR F-3 Town Parking Lot Paving (RES-2023-332 : Town Facility Parking Lot Maintenance (Bond Resolution - \$100,000))

Town Facility Parking Lot Maintenance

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

Engineering Department (cont'd)		Recommended Schedule (X \$1,000)						Total Cost
Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	
E-30	Pedestrian Beacon Installations: Installation of pedestrian flashing beacons to assist safe pedestrian crossings across highways to include RRFBs, striping, signage, and ADA ramp and sidewalk accommodations.	200 LA			100 LA	100 LA	100 LA	\$500,000
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E-32	N. Forest Rd. / JJ Audubon Traffic Signal Replacement: Replace the Town-owned signal system in its entirety at the intersection of N. Forest Road and JJ Audubon Parkway.			485 LA				\$485,000

Facilities Department		Recommended Schedule (X \$1,000)						Total Cost
Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	
F-1	Westwood Acquisition & Improvements: Acquisition, remediation and park development of the former Westwood Country Club property.	7,700 LA 2,400 X	5,000 LA 1,000 X	4,000 LA	4,000 LA	4,000 LA	4,000 LA	\$32,100,000
F-2	Facilities Vehicles: Purchase of 2 vehicles for departmental use when making service calls to Town buildings and properties.	110 LA						\$110,000
F-3	Town Parking Lot Paving: Parking lot paving improvements at Town buildings and facilities to correct deterioration and conduct subsequent maintenance.	100 LA 100 LW	100 LA 100 LW	100 LA	100 LA	100 LA	100 LA	\$800,000

Key: Funding Source

T – Tax
L – Bond
S – Surplus
E – Encumbered
I/M – I&I or Mitigation Funds

RF – Recreation Fund
OF – Open Space Fund
F/S – Federal or State Aid
X – Private Source

Funding Account

A – General Account
B – Part Town
C – Community Environment
D – Highway

F – Lighting
G – Sanitary Sewer District
H – Storm Drainage District
I – Water District

W – Water Pollution Control Facility
– Special District Number
NS – None Submitted

5

INTRODUCTION / EXISTING CONDITIONS:

The Town of Amherst owns and operates numerous facilities within the Town of Amherst. Many of those facilities incorporate the use of a parking lot. These typically asphalt parking lots must be maintained on a consistent basis in order to avoid costly, complete replacement of these lots. In 2004, the Town removed parking lot maintenance from the annual budget process from each Department and directed that all maintenance of off-street parking serving Town of Amherst buildings and facilities be funded through the Town's annual Capital Improvements Program.

In 2005, a condition survey of all town facility off-street parking lots was conducted and based on the response from all department heads, 28 lots totaling over 2,000,000 sq. ft. were identified for improvement. The following represents an analysis of the improvements that have been made in recent years:

2016 Improvements**Facility**

Clearfield Library
 Senior Center
 WPCF
 Paradise Park
 Police Dept.
 Town Court
 North Amherst Rec. Center
 Clearfield Rec Center
 Northtown Center
 Parks Dept.
 Highway Dept.
 Engineering
 Audubon Library

Improvement

Seal / Stripe
 Seal / Stripe
 Seal / Stripe
 Seal / Stripe
 Seal / Stripe
 Seal / Stripe
 Seal / Stripe
 Seal / Stripe
 Crack Fill / Seal / Stripe
 Mill / Pave / Stripe
 Mill / Pave / Stripe
 Stripe
 Stripe

2017 Improvements**Facility**

Sweet Home Park
 Eggertsville Youth & Comm. Center
 Audubon Golf Course
 Harlem Rd. Comm. Center
 Engineering Dept.
 Eggertsville Library
 Police Dept. (rear lot)
 SSgt. Billy Wilson Park
 Parks Dept.
 Highway Dept. (portion)
 Audubon Library
 Town Hall

Improvement

Mill / Pave / Stripe
 Mill / Pave / Stripe
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 Crack Fill / Seal / Stripe / Conc. Aprons

2018 Improvements**Facility**

Smith Road Buildings A/B/C
 Amherst State Park
 WPCF
 North French Soccer Complex
 Northtown Center
 Amherst Museum
 Amherst Veteran's Park
 Senior Center
 Eggertsville Youth & Comm. Center
 Eggertsville Park
 Amherst Police & Court
 Audubon Golf Course
 Town Hall
 Highway Department
 Amherst Bike Path Trail-head

Improvement

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 Mill / Pave
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2019 Improvements**Facility**

WPCF
 Clearfield Recreation Center
 Northtown Center

Improvement

Mill / Pave
 Excavation Repair / Mill / Pave
 Mill / Pave

2020 Improvements**Facility**

North Forest Park
Paradise Park

Improvement

Excavation Repair / Mill / Pave
Excavation Repair / Mill / Pave

2021 Improvements**Facility**

Williamsville Youth and Family Center

Improvement

Excavation Repair / Mill / Pave

2022 Improvements**Facility**

Veterans Canal Park

Improvement

Excavation Repair / Mill / Pave

PROPOSED SCOPE OF IMPROVEMENTS:

In order to address the ongoing deterioration of town facility parking lots, sidewalks and aprons, numerous improvement activities are planned. Asphalt excavation repairs, milling and paving will be provided at numerous locations, split evenly between locations at the Wastewater Treatment Facility as well as town-owned facilities maintained by the Town's General Fund. Some locations will be improved through replacement of concrete curbs, sidewalks and/or parking lot aprons. Further, some facilities will also have their drainage receivers and/or parking stops improved or replaced. A breakdown of anticipated improvement activities and associated costs per facility are provided within this report. The planned improvements at these facilities will address the current highest priority (worst condition) required improvements. All of the improvements described herein will have a minimum useful life of 10-years.

The improvements outlined herein will begin in 2023 and be completed within the 2024 construction season. The above project will be bonded at a *total project cost* of \$200,000, financed entirely with serial bonds with \$100,000 being bonded against the General Fund and another \$100,000 being bonded against the Consolidated Sanitary Sewer District. The above project is characterized as a replacement-in-kind project.

FINANCIAL SUMMARY:

	General Fund Bond	Consolidated Sanitary Sewer District Bond	Project Totals
Estimated Construction Costs	\$99,000	\$99,000	\$198,000
Professional Services (bidding)	\$500	\$500	\$1,000
Legal / Administrative Costs	\$500	\$500	\$1,000
Bond Amount	\$100,000	\$100,000	\$200,000
Bond Term	10 Years	10 Years	10 Years
Annual Tax Impact (per \$1,000 AV)	\$0.0012	\$0.0010	
Typical Tax Impact (\$250,000 property)	\$0.29	\$0.25	



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

March 21, 2023

TO: Brian J. Armstrong, EIT, Director Engineering Services
Engineering Department

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

RE: SEQR Determination
Town Facility Parking Lot Maintenance
2023-2028 C.I.P. Project F-3

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)\March 2023_Town Facility Parking Lot Maint_F-3.docx

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

Attachment: MPR F-3 Town Parking Lot Paving (RES-2023-332 : Town Facility Parking Lot Maintenance (Bond Resolution - \$100,000))



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27386

RESOLUTION 2023-333

ADOPTED

Town Facility Parking Lot Maintenance - WPCF (Bond Resolution - \$100,000)

AGENDA ITEM : APRIL 17TH, 2023

TO: Town Board

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

DATE: April 12, 2023

**RE: Town Facility Parking Lot Maintenance
 2023-2028 C.I.P. - Project No. F-3
 Order Calling Public Hearing - \$100,000**

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on May 8, 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.

MAP:nmb
 Attachment

c: Tim Koller, Deputy Town Clerk
*(w/attachment, **Agenda Item - April 17, 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)*
 Vaishali Reberholt, PE, Assistant Municipal Engineer *(w/attachment)*

4/17/2023

Consent

FINANCIAL IMPACT:

Bond Resolution - \$100,000

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



Town of Amherst

Building Maintenance Department

Town Facility Parking Lot Maintenance

2023-2028 C.I.P. Project F-3

Town of Amherst Project # 2023.013

Map, Plan & Report

April 2023

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

Town Facility Parking Lot Maintenance

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

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Town of Amherst Planning Department

Erie County, New York



13.A.5.a

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

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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)\March 2023_Town Facility Parking Lot Maint_F-3.docx

CC:

Daniel Howard, Planning Director
Martin Polowy, Town Attorney

Attachment: MPR F-3 Town Parking Lot Paving (RES-2023-333 : Town Facility Parking Lot Maintenance - WPCF (Bond Resolution - \$100,000))

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 17th of April, 2023.

PRESENT:

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

In the Matter

of the

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

Offered by:

Seconded by:

ORDER CALLING FOR A PUBLIC
 HEARING TO BE HELD ON
 MAY 8, 2023

WHEREAS, the Town Board of the Town of Amherst (herein called the “Town”), in the County of Erie, New York, on behalf of the Consolidated Sanitary Sewer District, in the Town (herein referred to as the “District”), has caused the Town Engineering Department, engineers duly licensed by the State of New York (the “Engineer”), to prepare the map, plan and report, dated April 2023, for the increase and improvement of facilities of the District, consisting of Town facility parking lot improvements (CIP Project No. F-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 \$200,000; 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 8th day of May, 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: April 17, 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_____
Deputy Supervisor/Councilwoman Deborah Bruch Bucki	voting_____
Councilman Shawn Lavin	voting_____
Councilman Michael R. Szukala	voting_____

The Order was declared adopted.

* * * * *

Attachment: CertOCPH (RES-2023-333 : Town Facility Parking Lot Maintenance - WPCF (Bond Resolution - \$100,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, 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 17th of April, 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 17th day of April, 2023.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPPH (RES-2023-333 : Town Facility Parking Lot Maintenance - WPCF (Bond Resolution - \$100,000))

Exhibit A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Amherst, in the County of Erie, State of New York (the “Town”), will meet at the Town Hall, 5583 Main Street, Williamsville, New York, on May 8, 2023, at 7 o’clock P.M. (Prevailing Time), for the purpose of conducting a public hearing in relation to the proposed increase and improvement of facilities of the Town’s Consolidated Sanitary Sewer District (the “District”), consisting of the Town facility parking lot improvements (CIP Project No. F-3), as described in the map, plan and report, dated April 2023, prepared by the Town Engineering Department. The current approved estimated maximum cost of the project is \$200,000, which is proposed to be financed through (i) the issuance of bonds in the amount of \$100,000 by the Town on behalf of the District and (ii) the issuance of bonds in the amount of \$100,000 by the Town. As such, \$100,000 of the project cost burden is expected to be borne by District property owners throughout the expected term of such portion of the bonds. However, such bonds in the amount of \$100,000 to be issued shall be general obligation bonds of the Town and in the event the amount of assessments collected within the District is insufficient to pay such portion of the cost of the project and/or the debt service related to this portion of the project, such costs and/or debt service shall be paid from the general Town taxes.

Further details concerning such proposed increase and improvement of facilities and the estimated costs thereof are set forth in the above-mentioned map, plan and report which is available for review at the office of the Town Clerk.

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF AMHERST

Dated: April 17, 2023
Williamsville, New York

Francina J. Spoth .
Town Clerk

Attachment: CertOCPh (RES-2023-333 : Town Facility Parking Lot Maintenance - WPCF (Bond Resolution - \$100,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, 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 17th of April, 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 17th of April, 2023.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

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

AFFIDAVIT OF POSTING

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

That she is and at all the times hereinafter mentioned she was the duly elected, qualified and acting Town Clerk of the Town of Amherst, in the County of Erie, State of New York, and that on the ____ day of May, 2023, she caused to be conspicuously posted and fastened up a certified copy of the Notice of Public Hearing, a true copy of which is annexed hereto and made a part hereof, on the sign board of said Town maintained pursuant to Section 30, subdivision 6, of the Town Law.

 Town Clerk

Subscribed and sworn to before me

this ____ day of _____, 2023.

 Notary Public, State of New York



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27394

RESOLUTION 2023-334

ADOPTED

UBMD Project - Easements/Agreements

AGENDA ITEM : APRIL 17TH, 2023

TO: Town Board

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

DATE: April 12, 2023

RE: UBMD Project - Easements/Agreements
 (CRS#s 3996-3998)

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

Approval of Non-Exclusive License Agreement (CRS #3998), Permanent Non-Exclusive Driveway Access Easement (CRS #3997) and the Permanent Non-Exclusive Access and Waterline Easement (CRS #3996) UBMD Project

WHEREAS, on September 23, 2021, the Planning Board granted Site Plan Approval for the UBMD Surgery Center Medical Office Building and Public Roadway Project to be located at 111 North Maplemere Road (the "**Project**"); and

WHEREAS, on October 7, 2022, the Planning Department issued a Memorandum confirming that the final plans for the Project had been stamped as approved; and

WHEREAS, the Memorandum issued by the Planning Department on October 7, 2022 referenced above contained five (5) comments as follows:

1. That the 10 foot wide water service and pedestrian easement to the Town of Amherst across the southerly parking field be recorded with the Erie County Clerk's Office and copies provided to the Town prior to acceptance of the roadway and its associated improvements by the Town of Amherst.
2. That the reciprocal ingress/egress easement for the southerly most driveway from the southerly parking lot across Town of Amherst lands be recorded with the Erie County Clerk's Office and copies provided to the Town prior to acceptance of the roadway and its associated improvements by the Town of Amherst.
3. That a recorded copy of the non-exclusive parking license agreement be provided to the Town.

4. PIPs are required to be obtained from the Engineering Department.
5. Executed copies of the following easements must be provided to the Engineering Department prior to the issuance of any temporary or permanent Certificates of Occupancy by the Town of Amherst Building Department:
 - o Non-exclusive access easement in order to access the southernmost parking area;
 - o Water service and pedestrian access easements across the southern parking area.

WHEREAS, the required PIPs for the Project have previously been issued by the Town Board and improvements in furtherance of the Project are under construction; and

WHEREAS, on March 8, 2023, draft versions of the Non-Exclusive Parking License Agreement, the Permanent Non-Exclusive Driveway Access Easement and the Permanent Non-Exclusive Access and Waterline Easement were submitted to the Planning Department for review and transmitted to the Zoning Enforcement Officer and Town Attorney in accordance with Comments No. 1, No. 2 and No. 3 contained in the approval Memorandum issued by the Planning Department dated October 7, 2022;

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the Non-Exclusive Parking License Agreement, the Permanent Non-Exclusive Driveway Access Easement and the Permanent Non-Exclusive Access and Waterline Easement subject to review and approval by the Town Attorney's Office prior to the execution of these documents on behalf of the Town Board.

BE IT FURTHER RESOLVED, the Supervisor is authorized to execute the Non-Exclusive Parking License Agreement, the Permanent Non-Exclusive Driveway Access Easement and the Permanent Non-Exclusive Access and Waterline Easement on behalf of the Town Board upon the review and approval of these documents by the Town Attorney's Office.

BE IT FURTHER RESOLVED, that the Applicant/Project Sponsor shall after execution by all Parties, immediately record the Non-Exclusive Parking License Agreement, the Permanent Non-Exclusive Driveway Access Easement and the Permanent Non-Exclusive Access and Waterline Easement at the Erie County Clerk's Office and thereafter provide stamped "FILED" recorded copies of these documents to the Planning Department, Engineering Department and Town Attorney's Office.

MAP:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item - April 17, 2023**)

4/17/2023

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: 04/17/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27378

RESOLUTION 2023-335

ADOPTED AS AMENDED

Join New National Settlements (Pharmacies) - Opioid Litigation (CRS #3931, 3932 and 3933)

AGENDA ITEM : APRIL 17TH, 2023

TO: Town Board

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

DATE: April 12, 2023

RE: Joining New York Pharmacy New National Settlements With Pharmacies Wal-Mart (CRS #3932), Walgreens (CRS #3931) and CVS (CRS #3933) (Opioid Litigation)

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

RESOLVED, the deadline to join the New National Settlements is April 18, 2023; and

RESOLVED, that the Town Board authorize the Town of Amherst to join the New National Settlements referenced above;

BE IT FURTHER RESOLVED, that the Town Board authorize the Town Supervisor and/or Town Attorney to sign any and all agreements/documents required to effectuate the Town being part of the New National Settlements.

Thank you.

c: Timothy Koller, Deputy Town Clerk (**Agenda Item - April 17, 2023**)

4/17/2023

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

FINANCIAL IMPACT:

Revenue to TOA - Amounts not yet known and TBD

RESULT:	ADOPTED AS AMENDED [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: 04/17/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Samuel A Alba**
 Co-Sponsored by:

DOC ID: 27411

RESOLUTION 2023-336
WITHDRAWN
Memorandum of Understanding (Donny Hecht) (CRS #4004)
AGENDA ITEM : APRIL 17th, 2023

TO: Town Board

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

DATE: April 12, 2023

RE: Memorandum of Understanding (MOU) Between:
 Donny Hecht and the Town of Amherst (CRS #4004)

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

WHEREAS, Mr. Hecht has previously acted as a caretaker on behalf of Mensch Capital Partners to the Westwood Property located at 772 North Forest Road, 385 Maple Road and 391 Maple Road; and

WHEREAS, the Westwood Property has since been sold to the Town of Amherst and is scheduled to close the afternoon of April 12th; and

WHEREAS, the Town does not desire to retain the services of Mr. Hecht;

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute a Memorandum of Understanding outlining specific arrangements for Mr. Hecht's departure from the Westwood Property pending successful completion of the Contract Routing System (CRS).

SAA:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item - April 17, 2023**)
 Daniel J. Rizzo, Director of Facilities

FINANCIAL IMPACT:

None for the purposes of this resolution.

RESULT: WITHDRAWN


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Samuel A Alba**
 Co-Sponsored by:

DOC ID: 27342

RESOLUTION 2023-337
ADOPTED

Settlement of Article 7 Matter - 435 Creekside Drive, LLC V. Town of Amherst

AGENDA ITEM : APRIL 17TH, 2023

TO: Town Board

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

DATE: April 12, 2023

RE: Settlement of Article 7 Matter
 435 Creekside Drive, 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 : April 17TH, 2023**)
 Emily Murphy, Town Assessor

4/17/2023

Consent

FINANCIAL IMPACT:

Assessment

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

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

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

BY

435 CREEKSIDE DRIVE LLC,

Petitioner,

vs.

CONSENT ORDER

EMILY MURPHY, ASSESSOR
OF THE TOWN OF AMHERST

Index No.: 808071/2022

AND

THE BOARD OF ASSESSMENT REVIEW OF
THE TOWN OF AMHERST, COUNTY OF
ERIE AND STATE OF NEW YORK,

Respondents,

AND

SWEET HOME CENTRAL SCHOOL DISTRICT,

Intervenor-Respondent.

FOR REVIEW OF THE 2022-2023 TAX
ASSESSMENT OF CERTAIN REAL PROPERTY IN
THE SAID TOWN OF AMHERST, NEW YORK

The above entitled proceedings involving tax assessment review for the premises known as 435 Creekside Drive, Amherst, New York, bearing S.B.L. No. 40.07-2-1.1, for the assessment year 2022-2023 having progressed for trial, and negotiations for settlement having been conducted and said settlement having been approved and recommended by the Town Attorney for the Town of Amherst, the Attorney for the Petitioner, and the Attorney for the Sweet Home Central School District, and it further appearing that the assessment of premises in the Town of

Amherst provides the basis for imposition of taxes assessed by the County of Erie, Town of Amherst, and the Sweet Home Central School District, it is hereby

ORDERED, STIPULATED AND AGREED, that the above-entitled proceedings for the tax assessment review for the tax year 2022-2023 be and hereby are withdrawn and discontinued; and it is further

ORDERED, STIPULATED AND AGREED, that assessed value for the parcel known as 435 Creekside Drive, Amherst, New York, bearing S.B.L. No. 40.07-2-1.1, shall be reduced from \$3,200,000 to an assessed value of \$2,500,000 for the tax year 2023-2024, and shall assessed said parcel at a figure reflecting a full market value of \$4,000,000, equalized at the State equalization Rate established for the current assessment roll for the tax years, 2024-2025, 2025-2026 and 2026-2027; and it is further

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

ORDERED, STIPULATED AND AGREED, that the provisions of Section 727 of the Real Property Tax Law shall apply to this Order, with the exception of 727 (2a) and 727 (2b); and it is further

ORDERED, STIPULATED AND AGREED, that this Court shall retain jurisdiction over this proceeding pending the expiration of this annexed Stipulation, and that all applications to enforce any or all of the terms of the Stipulation shall be brought before this Court; and be it further

ORDERED, STIPULATED AND AGREED, that these proceedings are discontinued with prejudice, without costs or disbursements against either party.

Dated: _____

Hon. John B. Licata, J.S.C.

435 Creekside Drive LLC

By: _____


Michael J. Hughes, Esq.
Attorney for Petitioner

Date: 3-23, 2023

Respondent Town of Amherst

By: _____

Sam Alba, Esq.
Attorney for Respondents

Date: _____, 2023

Intervenor-Respondent
Sweet Home Central School District

By: _____

John K. Rottaris, Esq.
Attorney for Intervenor-Respondent

Date: _____, 2023



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 27326

RESOLUTION 2023-338

ADOPTED

Amusement License - Benderson Development Company

Request by Benderson Development at 1565-1703 Niagara Falls Boulevard for a First Class Amusement License to hold the following events:

April 1st, May 6th, June 3rd, July 1st, August 5th, September 2nd, October 14th & October 21st.

Code Enforcement Officer recommends a fee of \$50.00 per day. Total fee \$400.00.

The following conditions apply:

1. That all fire lanes be kept clear at all times.
2. For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
3. All temporary power must be code compliant
4. Bathroom facility must be made available & accessible.
5. Off street parking must be available and on site accessible parking must be maintained.
6. Fire Department access must be maintained at all times in the event of an emergency.
7. Events with 1,000 guests or more will require "Crowd Managers" per the 2020 FCNYS.
8. The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.
9. Mobile Food Vendors must be Town Licensed.

4/17/2023

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 17, 2023

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 1565-1703 Niagara Falls Boulevard

In response to the Amusement License Application dated 3/15/2023, from Daniel Gaeta, 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 events being held over multiple days from 11:00am until 2:00pm in the court yard area of the address noted above, I would recommend a fee of \$50.00 per day.

Dates and types of events:

Summer Family Fun Fest

1. April 1: Easter bunny, egg decorating, face painting/balloon twisting, custom bouquets, ice cream, DJ and more.
2. May 6: Mother's Day event with custom bouquets, face painting/balloon twisting, crafts, DJ, ice cream and more.
3. June 3: Family Fun Fest with face painting/balloon twisting, DJ, ice cream and more.
4. July 1: Fourth of July celebration with hot dogs, Uncle Sam on stilts, petting zoo, face painting/balloon twisting, DJ, ice cream and more.
5. August 5: Circus/Carnival with juggler, petting zoo, face painting/balloon twisting, DJ, ice cream and more.
6. September 2: Community Heroes celebrating local fire department, police department, fictional heroes with a DJ, ice cream face painter, balloon twister and more.

Fall Family Fun Fest

1. October 14: DJ, Pumpkin crafts, face painting, balloon twisting, Trick or Treat with tenants (? Can revisit), snacks and more!
2. October 21: DJ, Pumpkin crafts, face painting, balloon twisting, Trick or Treat with tenants, snacks and more!

Eight events total.

Attachment: Benderson 2023-03212023100135 (RES-2023-338 : Amusement License - Benderson Development Company)

I would recommend that the following conditions be stated:

- That all fire lanes be kept clear at all times.
- For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- Off street parking must be available and on site accessible parking must be maintained.
- 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" per 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



TOWN OF AMHERST
FIRE SAFETY DIVISION
 5583 MAIN STREET
 WILLIAMSVILLE, NY 14221

(p) (716) 631-7140
 (f) (716) 631-7192
bparnell@amherst.ny.us
amherst.ny.us/firesafety

Memorandum

Date: 3/16/2023

From: Bryan W. Parnell

Sr. Fire Inspector

To: Doug Gesel

Re: The Boulevard – Amusement License

4/1/2023 till 9/30/2023 Fit at The Boulevard from 9:30 am till 10:30 am

4/1/2023 till 9/30/2023 Friday Night Music

Events 4/1/2023, 5/6/2023, 6/3/2023, 7/1/2023, 8/5/2023, 9/2/2023, 10/14/2023,
 10/21/2023

1. All tents over 400 square feet require a Fire Prevention Permit.
2. Temporary electrical or use of generators may require inspections and or approval to use.
3. Emergency vehicle access must be maintained at all times.
4. Fire lanes must be kept clear at all times.
5. Additional fire extinguishers may be required.
6. Certified Crowd Managers will be required for crowds over 1000 people in compliance with IFC.
7. Mobile Food Vendors must be Town Licensed.

Attachment: Benderson 2023-03212023100135 (RES-2023-338 : Amusement License - Benderson Development Company)

Brownson, Ashley

From: Scott Chamberlin <[REDACTED]>
Sent: Wednesday, March 15, 2023 4:05 PM
To: Brownson, Ashley
Subject: Re: Amusement License-Benderson

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.

As long as there is no alcohol served at the music events, the police department has no issue with these.

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 Wed, Mar 15, 2023 at 3:12 PM Brownson, Ashley <abrownson@amherst.ny.us> wrote:

Attached is an application from Daniel Gaeta, Benderson Development, to hold events at The Boulevard at 1565-1703 Niagara Falls Boulevard. The events will be held from April 1, 2023 through Sept 30, 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.

Thank you,

Ashley Brownson
Town of Amherst
Clerk's Office

Attachment: Benderson 2023-03212023100135 (RES-2023-338 : Amusement License - Benderson Development Company)

www.benderson.com

The Boulevard
1565-1703 Niagara Falls Blvd.
Amherst, NY 14228

April – October 2023 Special Event Calendar

Summer Family Fun Fest

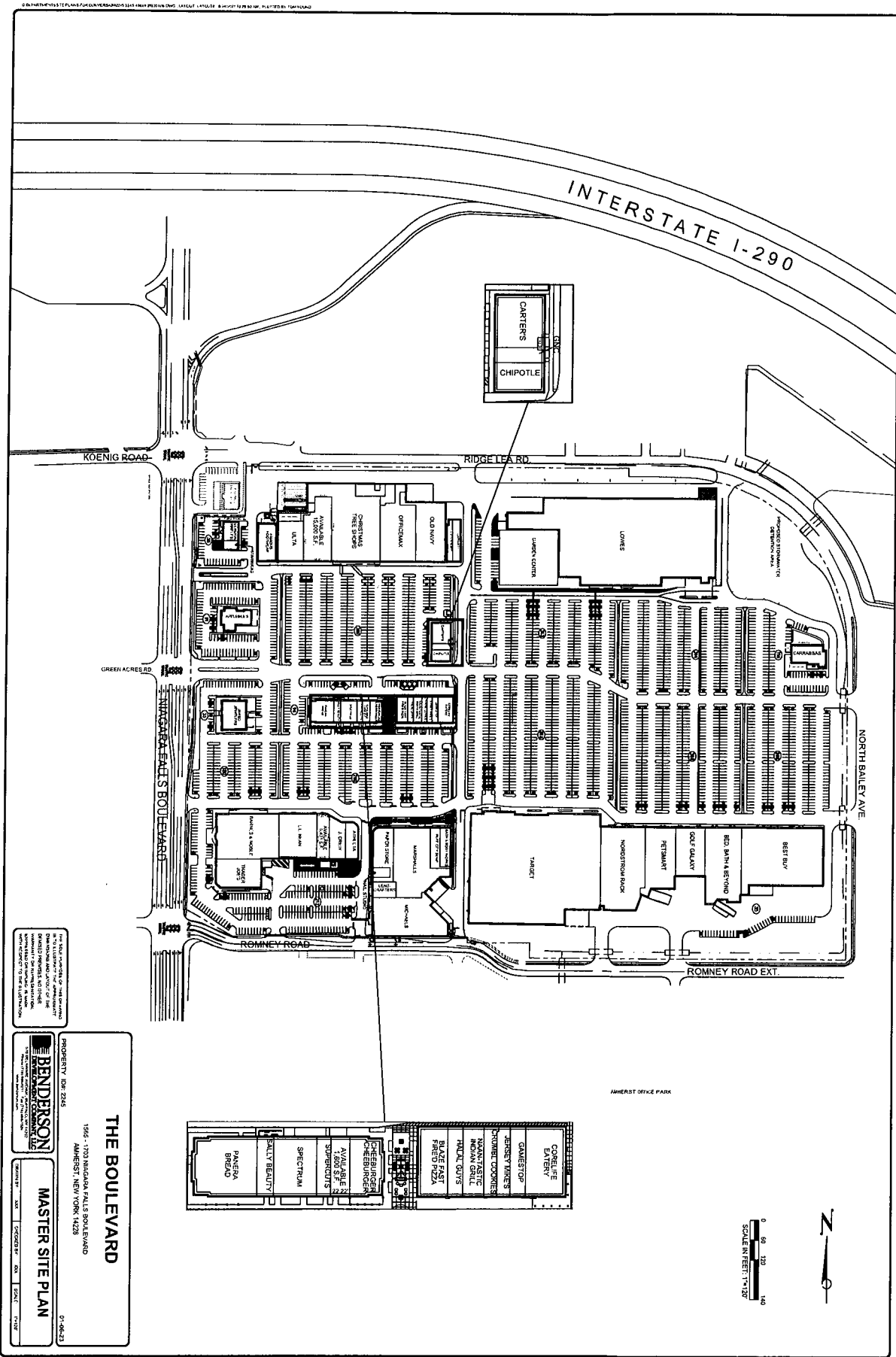
1. **April 1:** easter bunny, egg decorating, face painting/balloon twisting, custom bouquets, ice cream, DJ and more.
2. **May 6:** Mother's Day event with custom bouquets, face painting/balloon twisting, crafts, DJ, ice cream and more.
3. **June 3:** Family Fun Fest with face painting/balloon twisting, DJ, ice cream and more.
4. **July 1:** Fourth of July celebration with hot dogs, Uncle Sam on stilts, petting zoo (with a tent?) face painting/balloon twisting, DJ, ice cream and more.
5. **August 5:** Circus/Carnival with juggler, petting zoo (with a tent?) face painting/balloon twisting, DJ, ice cream and more.
6. **September 2:** Community Heroes celebrating local fire department, police department, fictional heroes with a DJ, ice cream face painter, balloon twister and more.

Fall Family Fun Fest

1. **October 14:** DJ, Pumkin crafts, face painting, balloon twisting, Trick or Treat with tenants (? Can revisit), snacks and more!
2. **October 21:** DJ, Pumkin crafts, face painting, balloon twisting, Trick or Treat with tenants (? Can revisit), snacks and more!

Tentative (working titles and dates)

3. **FIT at the Boulevard** (Saturday mornings, 9:30-10:30 OR 10-11): will reach out to Athleta, Orange Theory for a potential partnership here.
4. **Friday Night Music:** live music at the courtyard.



Attachment: Benderson 2023-03212023100135 (RES-2023-338 : Amusement License - Benderson Development Company)



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Town Clerk

Initiated by: **Joanne A. Schultz**

Co-Sponsored by: **Councilmember Michael Szukala**

DOC ID: 27352

RESOLUTION 2023-339

ADOPTED

East Amherst Correction to LOSAP Service Award Credits

WHEREAS, the Town of Amherst is the sponsor of the East Amherst Volunteer Fire Company, and

WHEREAS, the East Amherst Fire Company has submitted the following corrections:

Thomas Maxian earned 4 years of credits that were previously forfeited. He has returned to active membership which entitles him to credit for those years. He began collecting his benefits in January of 2022. He will be owed an additional \$80 per month retroactive to that date. Penflex will increase the monthly benefit by \$80 for his June 1, 2023 payment. At which time Mr. Maxian would also be owed a one-time lump sum of \$1,360 for 17 retroactive payments of \$80 for January 1, 2022 through May 1, 2023.

John Redenbach is eligible to have his entitlement age lowered from the age 62 to age 55. He was eligible for a \$180 monthly payment beginning on January 1, 2023. Penflex can begin a monthly payment of \$180 on June 1, 2023. He will be owed a one-time lump sum of \$900 for the 5 missed payments in 2023. Based on the service credits received to date, the monthly payments will be reduced to \$20 a month on October 1, 2029 when he begins receiving payments from an annuity purchased for him which pays \$160 a month beginning at his previous entitlement age of 62.

WHEREAS, Penflex, the town actuary responsible for administering the LOSAP programs, requires that the Town Board approve the change;

NOW, THEREFORE, BE IT RESOLVED that the Town of Amherst Town Board hereby approves and adopts the corrections to the East Amherst Volunteer Fire Co. service award credits.

4/17/2023

Consent

FINANCIAL IMPACT:

Lump Sum Payment \$2,260

Monthly Payment increase of \$100

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brian J. Kulpa, Michael Szukala
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: 04/17/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 27361

RESOLUTION 2023-340
ADOPTED

New Firefighter for North Bailey Fire Company

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

Jordan Szatynski
 316 Evans Complex, Ellicott SUNY UB
 Buffalo, NY 14261

4/17/2023

Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

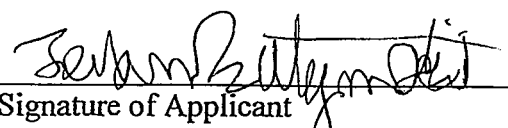
I, Jordan Szatynski (name of applicant), am an applicant to be a member of
North Bailey (name of fire company to which the applicant has applied).

I affirm under penalty of perjury that I presently reside at the following address:

316 Evans complex, Ellicott St Sunny UB
Buffalo, NY, 14261-0051

☒ Which is in the fire district applied to or territory outside the fire district which is
afforded fire protection by the fire department of the fire district or fire company pursuant to
contract.

☐ Is outside the district or territory provided protection by the district or fire company, but
by reason of my residence in the vicinity or my usual occupation I will be available to render
active service as a volunteer based on the following grounds:


Signature of Applicant


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 27396

RESOLUTION 2023-341
ADOPTED

New Firefighters for Swormville Fire Company

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

Kassy Steiger
 10230 Transit Road
 East Amherst, NY 14051

Logan Stout
 8 Oakhill Court
 East Amherst, NY 14051

4/17/2023

Consent

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



Swormville Fire Company

13.B.4.a

6971 Transit Rd
East Amherst, New York 14051
Phone: (716) 688-7055 Fax: (716) 688-4736

Clerk- Francina J Spoth
Town of Amherst
5583 Main St.
Williamsville, NY 14221

Dear, Francina Spoth

Please allow this letter to serve as notification that the following individual has joined the Swormville Fire Company as an active member. Please add their information to your records.

Kassy G Steiger
(Name)

10230 Transit Rd.
(Address)

E. Amherst, NY. 14051

The residency verification forms are enclosed. I can be reached at (716) 206-2540 with any questions.

Thank you for your assistance in this matter.

Sincerely,

Robert J. Linder V.P.

Membership Committee

Attachment: img-411144216-0001 (RES-2023-341 : New Firefighters for Swormville Fire Company)



SWORMVILLE FIRE COMPANY, INC.

POST OFFICE BOX 707

6971 TRANSIT ROAD

SWORMVILLE, NEW YORK 14051

EMERGENCIES - 911 FIREHALL - 688-7055

STATEMENT OF VOLUNTEER FIRE COMPANY OFFICIAL

Kassy G Steiger
10230 Transit Rd.
E. Amherst, NY 14051

The address of the applicant listed above is within the Fire Protection District or territory protected by such Fire Protection District to which he / she is applying, namely **Swormville Fire Company**. We have verified the applicant's residence address were applicable by examining their driver's license or other document such as a lease, utility bill, paystub or other suitable document.

Robert J. Lisch V.P.

DATE: 4 / 4 / 23

Attachment: img-411144216-0001 (RES-2023-341 : New Firefighters for Swormville Fire Company)



Swormville Fire Company

13.B.4.a

6971 Transit Rd
East Amherst, New York 14051
Phone: (716) 688-7055 Fax: (716) 688-4736

Clerk- Francina J Spoth
Town of Amherst
5583 Main St.
Williamsville, NY 14221

Dear, Francina Spoth

Please allow this letter to serve as notification that the following individual has joined the Swormville Fire Company as an active member. Please add their information to your records.

Logan E Stout
(Name)

8 Oakhill Ct.
(Address)

E. Amherst, N.Y. 14051

The residency verification forms are enclosed. I can be reached at (716) 206-2540 with any questions.

Thank you for your assistance in this matter.

Sincerely,

Robert J. Smith V.P.

Membership Committee

Attachment: img-411144216-0001 (RES-2023-341 : New Firefighters for Swormville Fire Company)



SWORMVILLE FIRE COMPANY, INC.

POST OFFICE BOX 707

6971 TRANSIT ROAD

SWORMVILLE, NEW YORK 14051

EMERGENCIES - 911 FIREHALL - 688-7055

STATEMENT OF VOLUNTEER FIRE COMPANY OFFICAL

Loren E. Stout
8 Oathill Ct.
E. Amherst, NY 14051

The address of the applicant listed above is within the Fire Protection District or territory protected by such Fire Protection District to which he / she is applying, namely **Swormville Fire Company**. We have verified the applicant's residence address were applicable by examining their driver's license or other document such as a lease, utility bill, paystub or other suitable document.

Robert J. Schindler V.P.

DATE: ____ / ____ / ____

Attachment: img-411144216-0001 (RES-2023-341 : New Firefighters for Swormville Fire Company)



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Building/Building Maintenance
 Initiated by: **Daniel Rizzo**
 Co-Sponsored by:

DOC ID: 27387

RESOLUTION 2023-342

ADOPTED

AWARD OF BID – Rodriguez Construction Group – General Contract Amherst Veterans Canal Park – Capital Improvements TOA Project No. 2022-F008

On March 2, 2023, bids were received for the above referenced project. After a review of one (1) bid received (bid tabulation attached), we recommend award of this contract to Rodriguez Construction Group, 683 Northland Ave, Buffalo NY 14211, in the amount of \$149,000.00 to include the Base Bid.

We conducted a de-scope meeting on March 14, 2023 with the contractor. We find them to be a responsible bidder with a good project understanding and necessary paperwork in good order. The project scope includes restroom building upgrades, boat launch railing reconstruction, and gazebo roofing - all as identified in the bid documents. The contract work will not include Alternate #1.

Funding for this contract shall be from account KP2229-4972, and work is expected to be completed this spring to summer season of 2023.

Thank you for considering this request.

4/17/2023

Consent

FINANCIAL IMPACT:

Please award a contract to Rodriguez Construction Group in the amount of \$149,000.00. Funds to be drawn from KP2229.

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

BID TABULATION FORM
Town of Amherst
Veterans Canal Park - Capital Improvements
2022-F008
3/2/2023



Contractor Name	BASE BID	Alternate #1 (exterior lighting)	Addenda 1 & 2 Acknowledged?	Paperwork In Order?	Bid Bond Attached
Rodriguez Construction	\$ 149,000.00	\$ 9,800.00	✓✓	YES	YES



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Comptroller
 Initiated by: **Daryl Bramer**
 Co-Sponsored by:

DOC ID: 27409

RESOLUTION 2023-343

ADOPTED

Budget Transfers and Amendments

For April 17, 2023 Town Board Agenda

To: Town Board
 From: Office of Town Comptroller
 Date: 4/12/2023
 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:

A1990.4000 Contingency \$20,000

To transfer funds from General Fund Contingency to Supervisors - Professional Services for CRS#3858, Res 2023-133.

N1954.1000 Amherst HOME- Personal Svcs \$71,955.13

N1954.1300 Longevity \$35.00

N1954.4050 Mileage \$1,679.44

To clean up budget.

A3130.4000 Shop with a cop- Contractual \$3,153.16

To record budget transfer for interfund transfer in to Trust account.

A3310.4430 Rnge, Photo, Sewer Pipe \$11,710.00

To transfer funds into A3310.2550 for P.O. 2319589.

N2025.8030 CDBG Admin- FICA \$9,487.27

N2025.8051 Dental \$957.18

N2025.8052 Vision \$6,673.51

Requested per department

N2064.4000 Amherst CDBG Legal Aid \$5,000.00

Requested per department.

KP2136.4972 Construction Expense \$95,000.00

Requested per department.

KP2302.4972 Construction Expense \$25,000

To transfer funds from construction into building acquisition to cover closing costs for KP2302 S. Cayuga.

KP2215.4972 Audubon Golf - Construction \$150,000

To transfer funds from construction to other equipment for Audubon Golf.

TO:

A1220.4090 Professional Services \$20,000

N1954.1853 Sick Leave Incentive \$1,625.67

N1954.4003 10% Admin \$13,697.37

N1954.8010 Retirement \$39,982.98

N1954.8030 FICA \$3,062.99

N1954.8050 Hospital & Med Insurance \$12,298.04

N1954.8051 Dental \$1,273.02

N1954.4040 Travel \$1,729.50

A3130.9000 Transfers Out \$3,153.16

A3310.2550 Other Special Equip \$11,710.00

N2025.8050 Hospital Insurance \$7,916.00

N2025.1000 Personal Svcs \$9,177.70

N2025.4050 Mileage \$24.26

N2060.4000 CDBG ERA \$5,000.00

KP2136.2150 Bldg. Improv. & Equip \$95,000.00

KP2302.2750 Building Acquisition \$25,000

KP2215.2600 Other \$150,000

BUDGET AMENDMENTS - 2023

INCREASE:

N2223.02785 CDBG & Vg. - PI \$6,038.40
 N2225.02785 CDBG Admin. \$1,509.60

N2255.02785 Amherst HOME Rental- PI \$7,286.40
 N2254.02785 Amherst Home Admin- PI \$809.60

To recognize Community Development program income from 191 Marion, Amherst

INCREASE:

N2223.4000 Contractual \$6,038.40
 N2225.1000 Personal Services \$1,402.32
 N2225.8030 FICA \$107.28
 N2255.4000 Contractual \$7,286.40
 N2254.4003 10 % Admin \$809.60

N2244.02785 Cheektowaga Housing Rehab - PI \$9,950.40
 N2249.02785 Cheektowaga Home Admin - PI \$1,105.60
To recognize Community Development program income from 230 Currier, Cheektowaga.

N2244.02785 Cheektowaga Housing Rehab - PI \$3,574.14
 N2249.02785 Cheektowaga Home Admin - PI \$397.13
To recognize Community Development program income from 49 Fairhaven, Cheektowaga.

N2244.02785 Cheektowaga Housing Rehab-PI \$18,877.50
 N2249.02785 Cheektowaga Home Admin-PI \$2,097.50
To recognize Community Development program income from 30 Meadowlawn, Cheektowaga.

A3130.02720 Shop with a cop- Donations \$3,153.16
To recognize shop with a cop revenue.

F3012.05001 Swormville - Refund of C/Y Exp. \$36,192.02
 F3013.05001 E. Amherst - Refund of C/Y Exp. \$24,421.96
To increase the budget for revenues and expenditures for Town of Clarence share of LOSAP payments.

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

N2240.02785 AMH Home - PI \$8,566.20
 N2254.02785 Amherst Home Admin- PI \$951.80
To recognize Community Development program income from 1520 Dodge Road, Amherst.

A3120.02720 Police - Donations \$2,000.00
To recognize donation and increase miscellaneous expenditures for 1st qtr. 2023.

A3122.02410 Bailey Ave. - Rentals \$2,500.00
To recognize training rentals and increase buildings & grounds for 1st qtr. 2023.

A6776.03089 SOS - State Aid Grants \$3,436.72
To increase budgeted expenditures for printers and desk and chairs. Grant was increase \$15,000.

N1042.05002 Amh. Home - Health Ins. Contr. \$1,921.08
To recognize 1st Qtr. 2023 employee health insurance contributions.

4/17/2023

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: 04/17/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27389

RESOLUTION 2023-344

ADOPTED

Lease Agreement for Club Car for 12 Tempo Gas Golf Carts - CRS #3990

WHEREAS, the Contract Compliance and Administration Department is requesting approval to lease twelve (12) 2024 Tempo Gas Golf carts from Club Car, as per the attached proposal; and

WHEREAS, the term of the lease is 30 months and shall be paid in six (6) monthly installments (May through October) of \$2,157.84 in 2024, 2025 & 2026;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the Lease Agreement with Club Car; and

BE IT FURTHER RESOLVED, that approval is subject to successful completion of the Town's Contract Routing System, due to the fact that the golf carts must be ordered as soon as possible in order to be delivered in spring of 2024.

4/17/2023

Consent

FINANCIAL IMPACT:

A7250-4110 - \$12,947.04 in 2024, 2025, 2026.

Cost will be part of Audubon Golf LLC operations and incorporated into monthly financial statements from Troon/Indigo.

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

The Club Car logo, featuring the words "Club Car" in a gold, serif font inside a dark brown rectangular border.

Audubon Golf Course Amhurst, NY

April 6, 2023
Presented by: Heather Keranko

GAME FOR MORE...
possibilities





April 6, 2023

Dear Chris,

On behalf of Club Car, thank you for the opportunity to present this proposal for new golf cars. We look forward to discussing this proposal to ensure that it addresses the needs of the club and provides the solution your facility is seeking.

This year, we are excited to introduce our **Tempo Connect** golf car equipped with **Visage Fleet Management and Shark Experience**, a new in-car entertainment system developed exclusively with the Greg Norman Company and Verizon. With car and course controls for you and your staff, plus touchscreen entertainment for golfers, it's taking golf into a new era.

In addition to the new Tempo Connect golf car, Club Car is excited to also introduce **Tempo Walk** the stylish hands-free golf caddy unit that makes walking the course pleasant and easier than other push carts. It offers state-of-the-art wireless technology including GPS yardage and hands-free remote controls to maneuver easily around the course.

Constructed with a durable aluminum frame, Tempo Walk contains a lithium ion battery which holds a 36-hole charge. It moves up to seven mph and weighs 95 pounds. Additional technology features include a USB port and touchscreen tablet with GPS yardage. Traditional golf car offerings – a cup holder, cooler, divot repair and sand bottle, are also included. With a compact frame size, four Tempo Walk golf caddies can fit into the space of one golf car, another benefit for course operators.

Club Car takes pride in not only our products, but also our commitment to customer service and satisfaction. It is this combination of uncompromising quality, reliability and service that has made Club Car one of the most respected companies in the golf industry for more than 50 years and a valued partner with thousands of facilities around the world.

If you have questions about any aspect of this proposal or if you would like to discuss additional ways we might meet your needs, please call me at (412) 235-8073 or send an e-mail to heather.keranko@irco.com. I look forward to serving you.

Respectfully,

Heather Keranko

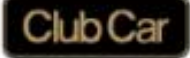
Heather Keranko
Territory Manager – Club Car, LLC

Attachment: Amherst Audubon Tempo Gas Proposal 040623 (RES-2023-344 : Lease Agreement for (12) Club Car Golf Carts - CRS #3990)

Club Car

PROPOSAL

Ingersoll Rand and Industry Partners

 Golf Cars	No. 1 Worldwide
 THERMO KING Transport Refrigeration	No. 1 Worldwide
 TRANE HVAC Equipment	No. 1 North America No. 2 Worldwide
 Ingersoll Rand Air Compressors and Air Tools	No. 1 North America

Golf Partnerships

Club Car honors the game in its service to customers and support of the golf industry



How Do These Partnerships Benefit You?

- Club Car sponsors PGA section events, educational seminars and local chapters to grow the game of golf.
- If you are a member of VGM, ask about rebates on golf car fleets.
- If you involved with US Kids, Club Car funds the coaches to educate the future of golf.



PROPOSAL



TEMPO AND TEMPO 4 FUN

Built with proven engineering, industry-leading durability, and reliable comfort, the new Tempo™ and Tempo™ 4Fun vehicles showcase the best that Club Car has to offer.

When equipped with web-based connected technology designed to entertain golfers and support course management, a Tempo fleet offers a key competitive edge—and gives you the flexibility to monitor your operation from anywhere.



Date: April 6, 2023

Quantity of Golf Cars: 12

Type of Golf Car: 2024 Tempo Gas

Description:

- 14 HP Kohler Command PRO EFI engine
- Premium tread 4-ply tires and Tempo wheel covers
- Domed number decals (both sides of car)
- Hinged fold down windshield
- Deluxe info holder
- Scuff guards, molded in
- Sweater basket
- Choice of standard body color (Platinum)
- Choice of canopy color (Black)
- Choice of seat color (Gray)

Additional Accessories Added:

- Dual USB Port
- Magnetic Bag Cover – (Black)

Included at No Additional Cost:

- Freight and Prepping





Golf Car Lease Payment Option

Number of Cars	Type of Car	Lease Term	Payment Per Month	Total Monthly Payment	Purchase Price
12	2024 Tempo Gas	30 months	\$179.82	\$2,157.84	N/A

30-month lease option. Six payments per year, May – October. First payment on the new fleet will be due (30) days after delivery and (12) 2024 Tempo Gas golf cars will approximately be delivered in the spring of 2024. No applicable taxes are included.

Attachment: Amherst Audubon Tempo Gas Proposal 040623 (RES-2023-344 : Lease Agreement for (12) Club Car Golf Carts - CRS #3990)



Special Considerations

Provided that Audubon Golf Course is in full compliance with all of the terms and provisions of the proposed lease agreement, it shall have the option, at end the of the 18th month of the 30-month lease of either entering into a new lease or purchase agreement for a like fleet of new Club Car® golf cars.

Prices quoted herein are projected for a future estimated date of delivery of Club Car golf and utility product. Due to current market conditions and estimated lead times, pricing and interest rates are subject to change prior to projected delivery. For a purchase or lease transaction, where trade-in vehicle values are quoted, pricing assumes trade-in of customer's current fleet in a quantity and in condition to be agreed upon by Club Car. In the event customer's current fleet is not available for trade-in at the time of delivery, Club Car reserves the right to adjust pricing accordingly, and Customer agrees to be responsible for any price increases. Customer is to submit required credit information for credit approval. Any applicable State or Local Taxes or any additional fees associated with documentation are not included.



Tempo™ CONNECT

ViSAGE

SHARK
EXPERIENCE
powered by verizon

STANDARD FEATURES- NO COST

- Hole overview
- Info display
- Visage control center

SPONSORED CONTENT: FLYOVERS, SCORECARD, APPROACH VIEW, AND CLOCK



VISAGE FLEET MANAGEMENT

POWER

\$20 per month

(No charge with Car Tracking or Car Control)

- Real time battery status
- On charge status
- Low battery notifications
- Fault code notifications
- Odometer
- Amp hours reporting
- Charge faults/interrupts

CAR TRACKING

\$30 per month

- Real time vehicle position
- Pace of play reporting
- Vehicle drive history
- Find car
- Real time messaging

CAR CONTROL

\$30 per month

- Action zone speed control
- Action zone messaging
- Fleet lockdown
- Geofence
- Cart path only
- Anti-tamper
- Set vehicle top speed
- Notifications

ADD ON

\$7 per month

- Tournament connect
- Mobile app
- Food & beverage (B2C)



ENHANCE THE GOLF EXPERIENCE

A new way to play golf, exercise, and experience an autonomous caddy.

Features:

- Autonomous hands-free
- Collision sensors
- Touchscreen tablet
- GPS yardages
- Real-time unit tracking
- Amenities: cooler, cup holder, USB port, divot repair seed

Technical Features:

- Four (4) units will fit in one (1) golf car space
- 95 pounds
- 24V VCD motors
- 36 holes charge
- Lithium ion batteries
- Aluminum frame
- 7 mph maximum speed





PROPOSAL



ENHANCE THE GOLF UTILITY EXPERIENCE

A new way to cover all utility needs at the golf course whether gas or electric.

Features for the Carryall Vehicles:

- Gas Engine / Motor Type: Kohler® Command PRO EFI engine
- Gas Motor Type: 48 volt DC
- Bed Load Capacity 800 lb (362.8 kg)
- Towing Capacity 1200 lb (544.3 kg)
- Speed 15-17 mph (24-27 kph)
- Gas Warranty: 3 yr/3000 hr limited powertrain/frame; 2 yr limited remaining vehicle
- Electric Warranty: 4 yr limited battery warranty; 3 yr limited powertrain/frame; 2 yr limited remaining vehicle



Molded-In Body Color Options

Standard Molded Colors



Premium Molded Colors



Premium Painted Metallic Colors



Standard Seats



Solid Premium Seats



Two Tone Premium Seats



Monsoon Canopy Top Color Options



* The Mocha Premium Molded Body Color and the Light Beige & Off-White Two Tone Premium Seats will be discontinued in January, 2019.



Summary and Acceptance of Proposal

Please initial preferences and return to your Territory Manager.

Payment Details

Lease Delivery Option:

Tempo Gas Model: 30-month lease, 6 payments per year of \$179.82/month/car _____

A) Select Tempo Golf Car Color Options

- **Body Color** White___ Green___ Platinum _X_ Cashmere ___ Beige ___ Sapphire ___
- **Canopy Top Color** Beige___ White___ Black _X_
- **Seat Color** Beige ___ White ___ Gray _X_ Black ___
- **Club Protector Bag Cover (if applicable)** Beige___ Black__X_ Green ___

Customer: _____

Signature: _____

Title: _____

Date: _____

Club Car/Dealer: Heather
Keranko _____

Signature: _____

Title: Golf
Territory
Manager _____

Date: 11/18/21 _____



Fleet Care Service - Highlights

- Techs are factory trained and drive vans are stocked with inventory parts to complete 98%+ of repairs while on site
- Every car receives hands on service every month and any down cars are responded to within 72 hours
- Detailed scope of work that meets or exceeds the manufacturer's recommendations is performed on every car and proper documentation is recorded for each visit

Fleet Care Service – Scope of Work

- Batteries – Check condition, tighten all terminals, and water batteries.
- Tires – Check and maintain proper pressure.
- Electrical – Check connections, wiring, terminals, micro switches, resistor coils, nuts.
- Battery Charger – Check connector, breakers, and lubricate receptacle with WD-40.
- Front End – Inspect / adjust ball joints, wheel bearings, bushings, alignment, springs, and shocks.
- Lubrication – Lubricate all fittings, clevises, cables, brake components, wheel bearings, pedal shafts, and linkages.
- Differential – Check for leaks and damage to drive unit.
- Brakes – Inspect and adjust brakes, and perform brake service.

2024 Service Contract Options									
	Tech Visit	Tires	Battery Charger	Front End	Lubrication	Differential	Brakes	Notes	Cost
Weekly Service	52x per year to check 25% of fleet	12x per year	12x per year	4x per year	2x per year	2x per year	2x per year	No trip charges, extend warranty	\$20 / month / car
Bi-Weekly Service	26x per year to check 17% of fleet	4x per year	4x per year	2x per year	2x per year	2x per year	2x per year	No trip charges	\$10 / month / car
Semi-Annual Service	2x per year	2x per year	2x per year	2x per year	2x per year	2x per year	2x per year	N/A	\$35 / year / car x 2
Annual Service	1x per year	1x per year	1x per year	1x per year	1x per year	1x per year	1x per year	N/A	\$40 / year / car
Water, Air, and Cursory Inspection	2x per month to complete 50% of fleet	Tires inspected and inflated to proper levels	Batteries watered and inspected	Full inspection of fleet	N/A	N/A	N/A	No trip charges	\$7 / month / car

Customer: _____

Signature: _____

Title: _____

Date: _____

Club Car/Dealer: _____

Signature: _____

Title: _____

Date: _____



Terms and Conditions for Returning Vehicles or Trade-Ins

Sole Responsibility

The Golf Course agrees to accept sole responsibility for any loss or damage to its returned cars beyond ordinary wear due to normal use. The returned cars must meet the following conditions:

1. All cars must be free of all liens and encumbrances.
2. All cars must be capable of running at least 9 holes of golf.
3. All cars must be the same quantity and year model as originally evaluated.
4. All cars must be clean, and free of trash, scorecards, pencils, tees, etc.
5. All cars must have a working charger.
6. All cars must have four serviceable tires that retain proper air pressure.
7. All cars must steer properly in all directions.
8. All batteries must be free of corrosion, and properly filled with water.

If any of the above conditions are not met by The Golf Course, Audubon Golf Course, Club Car reserves the right to withhold any and all Special Considerations stated in this agreement.

Furthermore, The Golf Course agrees to pay the following charges if the below conditions are found upon Club Car's inspection of the returned cars:

1. Severely damaged or missing chargers	\$ 200.00 per charger
2. Inoperable cars	\$ 200.00 per car
3. Minor damage (damage to bodies, bumpers or seats)	\$ 350.00 per car
4. Major damage (frame damage, wrecked cars, etc.)	\$ 700.00 per car

Customer: _____

Club Car/Dealer: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



Warranty

CLUB CAR[®] LIMITED WARRANTY FOR PRECEDENT VEHICLES

WARRANTY: CLUB CAR, LLC ("CLUB CAR") hereby warrants to the Original Purchaser or Lessee, as those terms are defined herein and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from CLUB CAR or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by CLUB CAR, its Authorized Dealers or Distributors, or a service agency approved by CLUB CAR. For repairs made by qualified technicians other than CLUB CAR's factory technicians or an Authorized Dealer or Distributor, CLUB CAR will provide only the replacement parts or components.

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO CLUB CAR AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

EXCLUSIONS: Excluded from any CLUB CAR warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories (such as connecting any accessories to less than the full pack of batteries), installation of parts or accessories that are not original equipment including non-approved GPS systems, non-approved alteration and acts of God. Also excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as the charger plug and receptacle, engine mounts, mats, pads, spark plugs, light bulbs, brake shoes, belts, brushes, bushings, drive buttons, cosmetic deterioration, and items that deteriorate, fade or fail due to exposure or ordinary wear and tear.

	I2L	I2	V4
VEHICLE MAIN FRAME	LIMITED LIFETIME		
GASOLINE POWERTRAIN: Engine, transaxle, torque converter (drive and driven).	5	5	5
SUSPENSION: Steering gearbox, steering column, shocks, and leaf springs.	4	4	4
MAJOR ELECTRONICS: Solid state speed controller and battery charger.	4	4	4
DEEP CYCLE BATTERY: 25,000 amp hours as recorded by the controller, or four years, whichever occurs first, for vehicles properly maintained using an authorized deionizer system. Otherwise, 20,000 amp hours or four years, whichever occurs first.	4	4	4
PEDAL GROUP: Pedal group mechanical assembly, brake cluster assemblies, and brake cables.	4	4	4
SEATS: Seat bottom, seat back, and armrests.	4	4	4
CANOPY SYSTEM: Canopy, rear canopy supports, drainage system and Structural Accessory Module (SAM).	4	4	4
ELECTRIC POWERTRAIN: Electric motor, transaxle and MCOR.	3	3	3
GASOLINE SYSTEMS: Air intake system, exhaust system, and starter generator.	3	3	3
BODY GROUP: Beauty panels, and front and rear underbody.	3	3	3
ALL REMAINING COMPONENTS: Solenoid, GCOR, limit switches, voltage regulator, F&R switch, and options and accessories supplied by CLUB CAR, including components not specified otherwise.	2	2	2

Customer: _____

Signature: _____

Title: _____

Date: _____

Club Car/Dealer: _____

Signature: _____

Title: _____

Date: _____



Warranty (continued)

The provisions of this limited warranty shall not apply to failure due to the following conditions:

1. Batteries

- 1.1 Improper charging of a vehicle due to the use of a battery charger model not approved by Club Car for use with the vehicle.
- 1.2 Use of water in batteries, including tap water that contains impurities. Distilled water or a properly maintained, Club Car approved battery water deionizer and filter system should be used to ensure water quality.
- 1.3 Abuse such as overcharging, undercharging, improper fluid levels, loose wiring and fasteners, or rusted or corroded hardware.
- 1.4 Use of energy management systems that do not allow a minimum of 12 hours of charge time to assure proper charging.
- 1.5 Use of any accessories that do not draw power off the complete 48V pack.
- 1.6 Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition (below half charge 1.200 specific gravity); the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers, or terminal post, or batteries used in applications for which they were not designed.
- 1.7. A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
- 1.8. A vehicle not having an operational charger on a circuit that has the parameters specified in the vehicle owner's manual (the number of operational chargers must equal the number of operational vehicles), or use of an unapproved algorithm.
2. Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the owner's manual.
3. Damages caused by improper installation of the component.
4. Failed semiconductor parts such diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of CLUB CAR.
5. Damaged charger AC and DC cord set with plug, which is a wear item and subject to user abuse.
6. Use of gasoline containing more than 10% ethanol. Transportation expenses for warranty services are also excluded from this warranty.

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, CLUB CAR does not warrant that its vehicle or components such as batteries, computer, controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer, controller or electrical device, a prudent owner will read and study the owner's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

VOIDING OF WARRANTY: THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE VEHICLE OR COMPONENT IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE VEHICLE SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.



Warranty (continued)

SOLE REMEDY: CLUB CAR's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at CLUB CAR's option, of the vehicle or component thereof that CLUB CAR deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. CLUB CAR reserves the right to test and recharge any component returned for adjustment. If CLUB CAR elects to repair the vehicle or component, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of CLUB CAR.

DISCLAIMER: THIS LIMITED WARRANTY IS EXCLUSIVE. CLUB CAR MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CLUB CAR AND EXCLUDED FROM THIS WARRANTY. THE PURCHASER AND CLUB CAR EXPRESSLY AGREE THAT THE SOLE REMEDY OF THE REPLACEMENT OR REPAIR OF THE DEFECTIVE VEHICLE OR COMPONENT THEREOF IS THE SOLE REMEDY OF THE PURCHASER. CLUB CAR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF CLUB CAR HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

In the event that another pre-printed warranty document, certificate or both offered by or through Club Car at the time of sale of this vehicle (each an "Additional Warranty Document") is deemed to conflict with the limitations or exclusions contained herein, the limitations and exclusions contained herein shall continue to apply to both this limited warranty statement and, to the maximum extent permitted by law, to each Additional Warranty Document.

NO CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL CLUB CAR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS RELATED TO PROPERTY OTHER THAN THE VEHICLE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR ANY OTHER ECONOMIC LOSS.

Some states allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

HOW TO MAKE A WARRANTY CLAIM: To make a warranty claim under this limited warranty, you must present the vehicle or defective component with evidence of proof of purchase date and number of amp hours (if applicable) to an authorized CLUB CAR dealer.

For warranty-related communication, contact Warranty Services, Club Car, 4125 Washington Rd., Evans, GA 30809, USA, 706.863.3000.

WARNING: Any modification or change to the vehicle that affects the electrical system, stability or handling of the vehicle, or increases maximum vehicle speed beyond factory specifications, could result in severe personal injury or death.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27391

RESOLUTION 2023-345

ADOPTED

RFP #202302 Professional Transportation & Traffic Analyses & Planning Services - CRS #3989/3993/3994

WHEREAS, the Contract Compliance and Administration Department received proposals on February 16, 2023 for RFP #202302 for Professional Transportation & Traffic Analyses & Planning Services; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award contracts to Creighton Manning, Nelson\Nygaard & WSP USA, Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contracts with Creighton Manning, Nelson\Nygaard & WSP USA, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the need to get contracts in place as soon as possible so that a task order for a current project can be issued.

4/17/2023

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

RFP #202302 Professional Transportation & Traffic Analyses & Planning Services
Evaluation Sheet

		Rated on a Scale of 1 to 10		Creighton Manning		Nelson Nygaard		WSP USA Inc.		Wendel	
Evaluation Section		Evaluation Criteria	Percentage (Weight)	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
A. Qualifications	1	Conflict of Interest	NNR	No		No		No		No	
	2	Size of Firm / Capacity	5	7.75	3.875	6.75	3.375	8.75	4.375	7.75	3.875
	3	Location & Travel	5	5.5	2.75	4.5	2.25	8.5	4.25	9.75	4.875
	4	Current Obligations (Effect on Project Described)	5	9.5	4.75	7.25	3.625	9.5	4.75	7.25	3.625
B. Expertise / Experience	1	Firm Experience	25	7.5	18.75	8	20	7.75	19.375	5.75	14.375
	2	Staff Expertise	30	8	24	6.75	20.25	7.5	22.5	5.5	16.5
	3	Special Capabilities	10	7.5	7.5	6.5	6.5	7.25	7.25	5.75	5.75
	4	Experience with other Town Departments	NNR	No		Yes (Planning)		Yes (Planning)		Yes (Various)	
	5	Past Town Employees	NNR	No		No		No		No	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	10.0	20.0	7.9	15.9	5.9	11.8	9.3	18.7
D. Proposer Certification	1	Proposer Certification	NNR	Yes		Yes		Yes		Yes	
		TOTAL EVALUATION	100		82		72		74		68

Attachment: RFP #202302 Score Sheet for CRS & TB (RES-2023-345 : RFP #202302 Professional


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**
 Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27390

RESOLUTION 2023-346
ADOPTED

Purchase of Office Furniture from Eaton Office Supply - CRS #3992

WHEREAS, Office furniture is available under NYS OGS contract through Eaton Office Supply; and

WHEREAS, the Contract Compliance Department is requesting Town Board Approval for the purchase of such office furniture, which will also require on-site delivery and setup;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the Agreement with Eaton Office Supply; and

BE IT FURTHER RESOLVED, that approval is subject to successful completion of the Contract Routing System, due to the fact that product is need as soon as possible.

4/17/2023

Consent

FINANCIAL IMPACT:

A1345-2100 - \$1,619.47

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

EATON OFFICE SUPPLY CO INC
180 JOHN GLENN DR
AMHERST, NY 14228-2228

Quote Name: Town of Amherst - Karen FINAL 3-24-23

Created By: Fay Schreiner

Comments:

Quote Number: SQGHI004230-1

Created Date: 3/24/2023

Last Modified Date: 3/24/2023

Total Units: 7

Customer / Contact Information

Shipping Information

Line #	Qty	Tags	Item			T
001	1		HNLRC3072.BSA.P.LSA1	Sell Price	\$210.48	\$210.48
			72W X 30D RECTANGLE WORKSURFACE	Discount	60.95%	
				List Price	\$539.00	\$539.00
			EDGE: Beaded Edge--Sterling Ash			
			GROMMET: Black			
			LAMINATE: Grd L1 Standard Laminates			
			LAMINATE_Selection: Sterling Ash			

Line #	Qty	Tags	Item			T
002	1		HHATB3S2LT.PR6.X.UD	Sell Price	\$295.18	\$295.18
			3 STAGE 2 LEG RECTANGLE T FOOT	Discount	73.55%	
				List Price	\$1,116.00	\$1,116.00
			PAINT: P2 Paint Opts			
			PAINT_Selection: Silver			
			GLIDE: Standard Glide			
			KEYPAD: Basic Up/Down			

Line #	Qty	Tags	Item			T
003	1		HLSLR2454.LSA1SA.GP	Sell Price	\$162.45	\$162.45
			VOI 24D X 54IN W RECTANGLE WORKSURFACE	Discount	60.95%	
				List Price	\$416.00	\$416.00
			LAMINATE: Grd L1 Standard Laminates			
			LAMINATE_Selection: Sterling Ash--Sterling Ash			
			GROMMET: Grommets--Black			

Line #	Qty	Tags	Item			T
004	1		HIWMM.Y2.A.H.IM.CU10.BL.SB.T	Sell Price	\$328.80	\$328.80
			IGNITION 2 TASK MID-BACK ILIRA BACK	Discount	60.95%	
				List Price	\$842.00	\$842.00
			CONTROL: Advanced Synchro- Tilt			
			ARM: Height and Width Adj. Arm			
			GLIDE/CAST: Hard Caster			
			BACK: 4-Way Black			
			FABRIC: Gr 1 UPH			
			FABRIC_Selection: Centurion--Black			
			LUMBAR: Black Adjustable Lumbar			
			BASETYPE: Standard Base			
			FRAME: Black			

Line #	Qty	Tags	Item			T
005	2		HLSL2428O.PR6	Sell Price	\$161.28	\$322.56
			24D X 28H O-LEG SUPPORT FOR WKSF (SINGLE LEG)	Discount	60.95%	
				List Price	\$413.00	\$826.00
			PAINT: P2 Paint Opts			
			PAINT_Selection: Silver			

Attachment: Office Furniture Quote (RES-2023-346 : Purchase of Office Furniture from Eaton Office Supply - CRS #3992)

EATON OFFICE SUPPLY CO INC
180 JOHN GLENN DR
AMHERST, NY 14228-2228

Line #	Qty	Tags	Item		Sell Price		Total
006	1		inside delivery		\$300.00		\$300.00
Total Sell Price:							\$1,611.00

Submitted By:

Accepted By:

Date:

Attachment: Office Furniture Quote (RES-2023-346 : Purchase of Office Furniture from Eaton Office Supply - CRS #3992)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27398

RESOLUTION 2023-347

ADOPTED

Award Bid #2023006A Armor Package for Ford Transit Van - CRS #4002

WHEREAS, the Contract Compliance and Administration Department received bids on March 30, 2023 for Bid #2023006A Armor Package for Ford Transit Van; 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 this bid to The Armored Group (CRS #4002) as outlined on the attached bid tabulation form; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with The Armored Group; and

BE IT FURTHER RESOLVED, approval is subject to successful completion of the contract routing system due to the fact that an order needs to be placed as soon as possible to meet grant timelines.

4/17/2023

Consent

FINANCIAL IMPACT:

A 3135-2450 - \$78,500

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

Bid #2023006A Armor Package for Ford Transit Van				
Low Bidder		Vendor Name:	The Armored Group, LLC	Cite Armored
Item #	QTY		Total Price	Total Price
1	1	NIJ III Armor Package for 2022 R2C Ford Transit 250 Cargo Van XL as per specifications	\$75,500.00	\$197,977.73
2	1	Transportation of Town Supplied Ford Cargo Van from Amherst Police Department to Vendor Install Site, and Return to Police Department	\$3,000.00	\$6,613.00
		Provide installation location:	TAG Canada 130 Snidercroft Road, Unit 1 Vaughan, ON L4K 2K1	260 Highway 35 North Batesville, MS 38606
		Provide turn-around time from receipt of Purchase Order:	210 Days	224 Days ARO
		Equipment Warranty:	24 Months	2 Year warranty from date of delivery
		Installation Warranty:	24 Months	2 Year warranty from date of delivery
		Total	\$78,500.00	\$204,590.73
		No Additional Charges Allowed.		



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**
 Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27412

RESOLUTION 2023-348

ADOPTED

Amend CRS #2578 - Golf Maintenance Equipment - Piggyback on Fairfax County VA - Finch Services, Inc.

WHEREAS, the Town has a current contract with Finch Services, Inc. to piggyback on the Fairfax County VA contract for Golf Maintenance Equipment, and this contract is still valid, but the original CRS record references KP2123-2600 and an amount of \$16,620.25; and

WHEREAS, the Contract Compliance Dept. would like to allow this contract to be used for other golf maintenance equipment purchases;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves this contract for the purchase of additional equipment, and approves amending the ORG/OBJECT/Amount in CRS #2578 to "Town-Wide/Various/Amount TBD".

4/17/2023

Consent

FINANCIAL IMPACT:

Town-Wide; Various; Amount TBD

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: 04/17/23 07:00 PM
 Department: Economic Development
 Initiated by: **Angela Rossi**
 Co-Sponsored by:

DOC ID: 27408

RESOLUTION 2023-349
ADOPTED

Contract with County of Erie, Renovation of Royal Park CRS #3891

Authorize the Supervisor to sign the contract between the County of Erie and the Town of Amherst for the Renovation of Royal Park, CRS 3891. The Erie County Legislature adopted resolution COMM. 8E-1, to provide grant funds in the amount of Four Hundred and Forty Thousand Dollars (\$440,000.00) to assist the Town with the cost of construction of renovations, in order to provide an adequate park experience for County residents and visitors to Royal Park.

4/17/2023

Consent

FINANCIAL IMPACT:

-\$440,000 grant

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

**CONTRACT BETWEEN THE COUNTY OF ERIE AND
THE TOWN OF AMHERST
FOR THE RENOVATION OF ROYAL PARK**

THIS CONTRACT, made as of the 12th day of August, 2022, by and between the **COUNTY OF ERIE**, a municipal corporation of the State of New York, having its principal place of business at 95 Franklin Street, in the City of Buffalo, New York, 14202 (the “County”), and the **Town of Amherst**, a municipal corporation of the State of New York, with its principal offices Amherst Town Hall, 5583 Main Street, Williamsville, NY 14221 (the “Town”).

W I T N E S S E T H:

WHEREAS, the renovations will be at at Royal Park, a public park owned by the Town of Amherst in State of New York, located at 187 West Royal Parkway, Williamsville, NY 14221.

WHEREAS, the Town will complete the renovations, and will own the grounds and structures which shall be renovated; and

WHEREAS, the County desires to assist the Town with the cost of construction of the renovations, in order to provide an adequate park experience for County residents and visitors to Royal Park; and

WHEREAS, in furtherance of this objective, the Erie County Legislature (hereinafter the “Legislature”) adopted resolution COMM. 8E-1 (2022) on May 12th, 2022, authorizing the expenditure of Four Hundred and Forty Thousand Dollars (\$440,000.00) for the Project, which resolution is attached hereto and incorporated herein as **Exhibit A**.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

1. The Town agrees to perform, or cause to be performed, the work in accordance with the Scope of Services which is attached hereto and incorporated herein as **Exhibit B** (“Scope of Services”). No funds granted under this Contract shall be applied to any purposes other than those described in **Exhibit B**.
2. In support of the Project described in **Exhibit B**, the County agrees to pay the Town, subject to the terms and conditions enumerated herein, an amount not to exceed Four Hundred and Forty Thousand Dollars (\$440,000.00) payable at a mutually agreeable date.
3. Payments shall be made on invoices submitted by the Town to the Legislature (the “Legislature”) and approved by the Department. The Legislature will approve payments once it has received, and found satisfactory, all supporting documentation as may be required by the Department.
4. This Contract shall be deemed executory only to the extent of funds available as determined

by the Budget Director and appropriated by the County for the performance of the terms hereof, and no liability on account thereof shall be incurred by the County beyond such funds. Funds provided pursuant to this Contract shall not be used for any purpose prohibited by law.

5. The Town shall maintain complete, accurate and current records of all financial transactions relating to its operation and the services performed pursuant to this Contract. During the term of this Contract and at any time within six (6) years thereafter, the Town shall make such records available, upon request, to the County for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Town, its offices and facilities, for the purpose of verifying information supplied to the County or for any other purpose reasonably related to monitoring the services to be performed by the Town pursuant to this Contract.

6. The Town agrees to furnish to the County, the Town's chief financial officer's report made for it or for other agencies and available to it, which reflects the receipt and use of funds paid to it hereunder within thirty (30) days after receipt of the request.

7. The Town agrees to submit to the Department a quarterly written report, with the first said report being due 90 days from the date of this Contract. The reports shall document and analyze the progress and status of the Project undertaken by the Town during the reporting period.

8. To the extent that the funds provided by this Contract are for specific activities or services, the Town agrees to furnish verified accounts of its disbursements hereunder, together with certified or verified invoices thereto attached, at such times as the County may determine, in such form and detail as may be required by the County, and a final account within one hundred twenty (120) days after the close of the Town's fiscal year.

9. The County may, at its option, audit such books and records of the Town as are reasonably pertinent to this Contract to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Contract. Any expenditure determined by audit to be inconsistent with this contract may be disallowed by the County and shall be subject to refund by the Town to the County.

10. The Town agrees to refund to the County any unused amount of monies paid to it hereunder.

11. The Town agrees to perform the services, which are the object of this Contract, as an Independent Contractor and neither it nor any of its employees, members, directors, agents, or representatives shall be or hold themselves out to be employees, officers, agents or representatives of the County.

12. The Town shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including but not limited to the County's Apprenticeship and M/WBE Local Laws. The Town shall further comply, at its own expense, with

all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subconsultants and others employed to render the services hereunder.

13. The Town shall be fully accountable for its performance under this Contract and it and its officers agree to answer under oath all questions relative to the performance hereof, and to any transaction, act or omission, had, done or omitted in connection herewith if called before any judicial, county, state or federal agency empowered to investigate this Contract or its performance.

14. The Town shall not delegate any duties or assign any of its rights under this Contract without the prior express written consent of the County.

15. To the fullest extent permitted by law, the Town shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Town or third parties under the direction or control of the Town; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Contract and to bear all other costs and expenses related thereto.

16. During the term of this Contract, the Town agrees to cause its contractors, sub-contractors and vendors to maintain insurance coverage consistent with the insurance certificate included as **Exhibit C** hereto and to name the "County of Erie" as an additional insured on all such insurance policies, and to provide to the County Attorney certificate(s) of insurance evidencing such insurance coverage prior to the commencement of any work on the Project.

17. The County and the Town and their respective employees are not and shall not be considered as joint venturers, employees, partners or agents of each other and neither shall have the power to bind or obligate the other except as set forth in this Contract. There shall be no liability on the part of the County or Town to any person for any debts incurred by the other.

18. In the event of a breach or default by the Town of any of the terms and conditions of this Contract, the County may terminate this Contract on ten (10) days written notice to the Town and request such other remedy as may be reasonable and appropriate in view of the circumstances of such breach or default, including but not limited to, reimbursement to the County by the Town of all or part of the funds granted to the Town under this Contract.

19. The Town shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as **Exhibit D** and made a part hereof. The Town shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Town its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for the immediate

termination of this Agreement and may constitute grounds for determining that the Town is not qualified to participate in future County contracts.

20. The Town agrees to comply with the terms, if any, of the resolution of the County Budget, and implementing resolutions appropriating funds for this Contract.

21. The Town agrees to acknowledge in any and all promotional material the fact that the Town received financial support from the County, including, but not limited to the Town's website, marketing materials and/or other publications.

22. This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Contract and the terms of any schedule or attachment hereto, it is understood that the terms of this Contract shall be controlling with respect to any interpretation of the meaning and intent of the parties.

23. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Contract, except in the event that specific third-party rights are expressly granted herein.

24. This Contract shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Contract shall be brought in the County of Erie.

If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

25. All notices of any nature referred to in this Contract shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:
 Erie County Legislature
 92 Franklin Street, 4th Floor
 Buffalo, New York 14202

With a copy to:
County Attorney
95 Franklin Street, Room 1634
Buffalo, New York 14202

To the Town:
Town of Amherst Attorney's Office
5583 Main Street
Amherst, NY 14221

26. The Town represents and warrants to the County as follows:

a. The information contained in the "Scope of Services" is true and accurate and in the event any material change occurs during the terms of this Contract, the Town shall notify the County promptly in writing.

b. The execution of this Contract and the provision of services hereunder have been duly authorized by the Town and that this Contract has been signed by a duly authorized officer of the Town.

c. That this Contract is valid and enforceable against the Town in accordance with the terms hereof and that there is no order, decision, judgment or provision of the Town's certificate of incorporation or by-laws, or provision of the Charter, Code, local laws, ordinances, resolutions, nor contract, mortgage, or lien which would limit or prohibit the Town from fully performing the terms and condition of this Contract.

[END TEXT]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

COUNTY OF ERIE

TOWN OF AMHERST

 MARK POLONCARZ/ LISA CHIMERA
 County Executive / Deputy County Executive
 Dated: _____

 BRIAN J. KULPA
 Town Supervisor
 Dated: _____

APPROVED AS TO CONTENT

APPROVED AS TO FORM

 SEAN MULLIGAN
 Deputy Chief of Staff
 Legislature – Majority Caucus
 Dated: _____

 MARTIN A. POLOWY
 Town Attorney
 Dated: _____

APPROVED AS TO FORM

 KRISTEN M. WALDER
 Deputy County Attorney
 Document No. _____
 Dated: _____

Attachment: AMHS RoyalPark (RES-2023-349 : Contract with County of Erie, Renovation of Royal Park CRS #3891)

**EXHIBIT A
ERIE COUNTY RESOLUTION
COMM. 8E-1 (2022)**

Attachment: AMHS RoyalPark (RES-2023-349 : Contract with County of Erie, Renovation of Royal Park CRS #3891)

EXHIBIT B SCOPE OF SERVICES

Attachment: AMHS RoyalPark (RES-2023-349 : Contract with County of Erie, Renovation of Royal Park CRS #3891)

SCOPE OF SERVICES

The Town of Amherst owns, operates and maintains Royal Park, located at 187 West Royal Parkway in the Town of Amherst. The 9.48 acre facility provides for various passive recreation activities as well as Town Youth and Recreation Department sanctioned activities.

The scope of services for the funds provided by Erie County will be allocated towards the renovations of Royal Park to improve and increase the variety of facilities at the park for use by Town residents and Daemen College.

Improvements and amenities to be constructed include a synthetic turf multi-use field, tennis courts, a basketball / multi-use court, park pavilion, splash pad, fitness / walking trail, benches, picnic tables, trash receptacles and bike racks.

EXHIBIT C INSURANCE REQUIREMENTS

Attachment: AMHS RoyalPark (RES-2023-349 : Contract with County of Erie, Renovation of Royal Park CRS #3891)

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

- A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
- B. Coverage must comply with all specifications of the contract.
- C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purpose Public Entity Cont
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Additional Insured	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-noncontributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Waiver of Subrogation: Required on all lines unless noted
- X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- XI. Workers Compensation: State Workers' Compensation/Disability Benefits Law.

Use Applicable Certificates Below:

Workers Compensation Forms

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

- XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

EXHIBIT D
ERIE COUNTY EQUAL PAY CERTIFICATION

Attachment: AMHS RoyalPark (RES-2023-349 : Contract with County of Erie, Renovation of Royal Park CRS #3891)

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

_____, being duly sworn, states that he or she is the
(Name of Corporate Officer)

_____, of _____,
(Title of Corporate Officer) (Name of Corporation)

the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____ Day of _____, 20____

Notary Public


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 27407

RESOLUTION 2023-350
ADOPTED

2023 - 2028 Capital Improvement Program Amendment ADA Transition Plan Implementation, E-28

By Resolution 2023-191, the Amherst Town Board adopted the PY 2023 Amherst CDBG/HOME Action Plan. As part of this program, funding in the amount of \$39,000 has been allocated to address Public Infrastructure and Facilities, which include improvements to sidewalks and ADA ramp deficiencies in designated HUD target areas. This work is consistent with the 2023-2028 CIP Project E-28, ADA Transition Plan Implementation project and as such, we are requesting the following amendment to include the CDBG funding, as follows:

CIP No.	Project Description	2023 CIP Allocations	Amend To
E-28	ADA Transition Plan Implementation	\$ 200,000 (LA)	\$ 200,000 (LA) \$ 39,000 (CDBG)
	Total	\$ 200,000	\$ 239,000

Please approve this amendment to the 2023-2028 CIP and assign the funding identified above. As the additional funding associated with this amendment is 100% CDBG funded, the above request is Town budget neutral.

4/17/2023

Consent

FINANCIAL IMPACT:

budget neutral

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: 04/17/23 07:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 27405

RESOLUTION 2023-351
ADOPTED

Removal of Existing Street Light (Pole #93) North Maplemere Road Extension

We are hereby requesting authorization for the decommissioning and removal of the existing street light (pole #93) located at the northeast end of North Maplemere Road, per the approved site plan for the above referenced project.

During the course of construction, removal of the existing street light is required to avoid conflicts with the new intersection. As such, National Grid requires a Town Board resolution authorizing the removal of the proposed street lighting. Please note that new lights will be installed during construction providing for proper pole density and light levels.

May we have your approval for the decommissioning and removal of the above referenced street light?

4/17/2023

Consent

FINANCIAL IMPACT:

N/A

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


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 27410

RESOLUTION 2023-352
ADOPTED

Award of Bid - Canalway Trail & Hopkins Road Trail Safety Enhancements McLaughlin Construction Corp DBA Ed Bauer Construction

On March 16, 2023, bids were received for the above referenced project. After review of the two (2) bids received (tabulation attached), and information pertaining to the qualifications and experience of the bidders, we recommend the contract be awarded to McLaughlin Construction Corp. DBA Ed Bauer Construction, 2790 Clinton Street, West Seneca, NY, 14224 at their low base bid amount of \$288,275.00 and bid alternate #1 at \$9,525.00 for a total of \$297,800.00.

Funding is available from the project bond accounts KP1845-4972 (\$260,000.00) and KP2235-4972 (\$37,800.00). Bond account KP1845 includes grant funding from NYS Canal Corp. and the Office of Parks, Recreation and Historic Preservation Recreation Trails Program (OPRHP) that total \$183,500.00 and will be utilized toward the construction of this project.

May I please have your approval to award this low contract? Thank you for considering this request.

4/17/2023

Consent

FINANCIAL IMPACT:

KP1845-4927: \$260,000.00

KP2235-4972; \$37,800.00

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

Canalway Trail and Hopkins Road Trail Safety Enhancements

Bid Opening: March 16, 2023

Time: 12:00 Noon

Town Job No. 2015.033A



	BIDDER	TOTAL BASE BID	ALT BID	BID BOND
1	McLaughlin Construction Group	\$ 288,275.00	\$ 9,525.00	YES
2	Anastasi Trucking	\$ 502,416.00	\$ 5,400.00	YES


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 27369

RESOLUTION 2023-353
ADOPTED

Travel Request Required Operator Training Courses

The Engineering Department is requesting revised approval to send one (1) employee to attend the Basic Wastewater Operations Lab training course at the Niagara Falls Wastewater Treatment Plant through Jamestown Community College in June 2023. A similar course was already approved through SUNY Morrisville with Resolution 2023-319, however, due to a waitlist and cheaper cost, we are looking to switch to this course. The total cost for the employee to attend is estimated to be \$1,640.67 and includes registration, tolls/mileage reimbursement and per diem.

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

Thank you for considering this request.

4/17/2023

Consent

FINANCIAL IMPACT:

G9916-4040 and G9916-4850; \$1,640.67

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
		Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
6/5/2023	6/9/2023	Niagara Falls Wastewater Treatment Plant in Niagara Falls, NY	Basic Wastewater Operations Lab through Jamestown Community College

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 37.9 @ \$0.655 * 5 days	\$124.1225	G9916-4040	
Tolls \$1.24 (one way) \$2.48*5	\$12.40	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 0 @ \$101.00	\$0.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: \$69.00			
1st & Last Day of Travel @ 75% \$51.75	\$0.00	G9916-4040	
# Breakfasts 0 @ \$16.00	\$0.00	G9916-4040	
# Lunches 5 @ \$17.00	\$85.00	G9916-4040	
# Dinners 0 @ \$31.00	\$0.00	G9916-4040	
# Incidentals 5 @ \$ 5.00	\$25.00	G9916-4040	
Registration/Conference Fee	\$1,245.00	G9916-4850	
Other			
Subtotal	\$1,491.5225 -		N/A
Contingency - 10% of subtotal or \$200	\$149.15225 -		N/A
TOTAL	\$1,640.67 -		

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

Attachment: Travel Request Form (RES-2023-353 : Travel Request - Operator Training Courses)

Workforce Development

Search all classes...

[Home](#) > [JCC Workforce Development](#) > [Water Certification Programs](#) > Basic Wastewater Operations Lab - 3134



Register

Basic Wastewater Operations Lab - 3134

\$1,245

with J. Mogavero

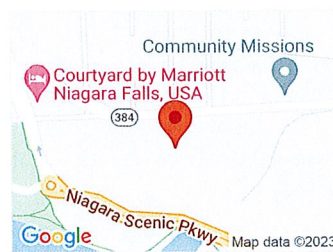
Each applicant seeking certification at the Grade 2 or 2A level or higher must be able to conduct the necessary laboratory tests to maintain proper operation of a wastewater treatment plant. This course covers collection and analysis of wastewater samples.

JUN

5

Jun 5 - 9th, 2023

Mon - Fri from 8:00 am - 3:30 pm



Niagara Falls Wastewater Treatment Plant

1201 Buffalo Ave
Niagara Falls, NY 14303 [Get directions](#)

 An official website of the United States government

GSA U.S. General Services Administration

FY 2023 Per Diem Rates for ZIP 14303

I'm interested in:

Daily lodging rates (excluding taxes) | October 2022 - September 2023

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the [National Association of Counties \(NACO\) website \(a non-federal website\)](#).

Primary Destination 	County 	2022 Oct	Nov	Dec	2023 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Niagara Falls	Niagara	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$133	\$133	\$133	\$98

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 
Niagara Falls	Niagara	\$69	\$16	\$17	\$31	\$5	\$51.75

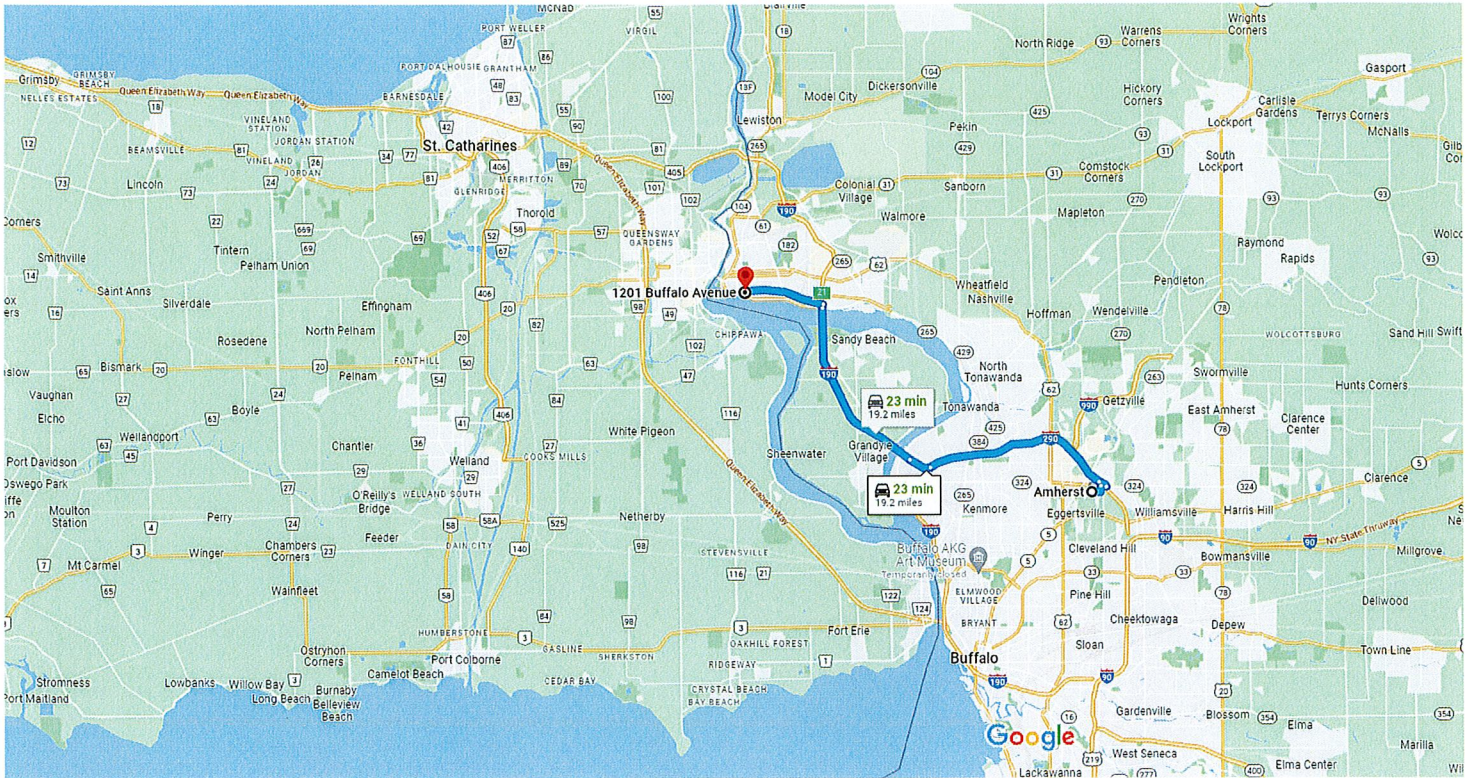
I'm interested in:

Last Reviewed: 2022-10-14

Attachment: Travel Request Form (RES-2023-353 : Travel Request - Operator Training Courses)

Google Maps Amherst, New York to 1201 Buffalo Ave, Niagara Falls, NY 14303

Drive 19.2 miles, 23 min



Map data ©2023 Google 2 mi

Amherst
New York

▲ This route has tolls.

Get on I-290 W

3 min (1.1 mi)

- ↑ 1. Head east on Campus Dr W 0.5 mi
- ➔ 2. Turn right onto NY-324 E 0.2 mi
- ↗ 3. Turn left to merge onto I-290 W 0.3 mi

Follow I-290 W and I-190 N to NY-384 N/Buffalo Ave in
Niagara Falls. Take exit 21 from I-190 N

15 min (15.1 mi)

- ↗ 4. Merge onto I-290 W 7.2 mi
- ➔ 5. Use the right 2 lanes to merge onto I-190 N toward
Niagara Falls 0.8 mi
- ↖ 6. Keep left to stay on I-190 N
▲ Toll road 7.0 mi
- ➔ 7. Take exit 21 for NY-384/Buffalo Ave 0.1 mi

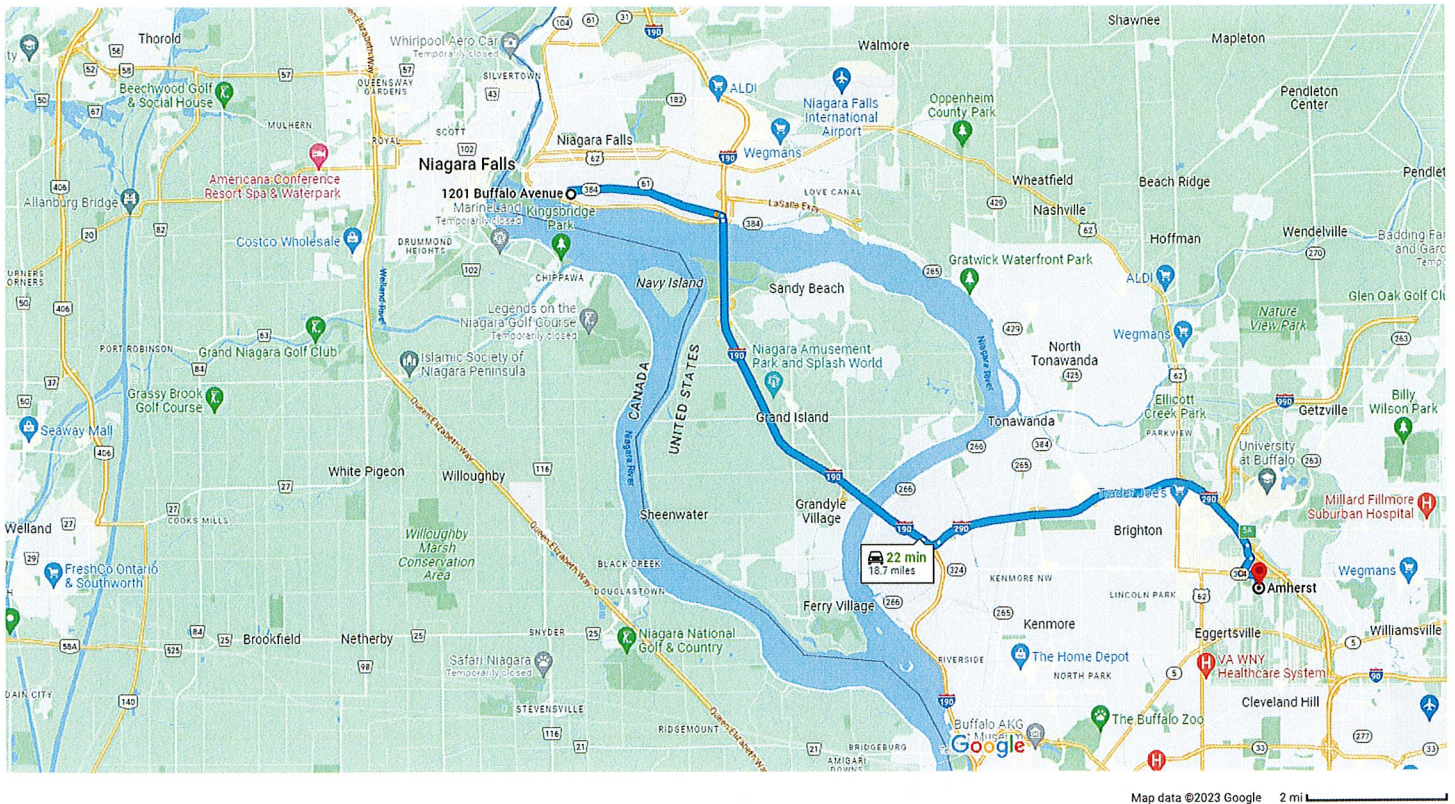
- ↖ 8. Turn left onto NY-384 N/Buffalo Ave
📍 Destination will be on the left 5 min (3.0 mi)

1201 Buffalo Ave
Niagara Falls, NY 14303

Attachment: Travel Request Form (RES-2023-353 : Travel Request - Operator Training Courses)

Google Maps 1201 Buffalo Ave, Niagara Falls, NY 14303 to Amherst, New York

Drive 18.7 miles, 22 min



1201 Buffalo Ave
Niagara Falls, NY 14303

▲ This route has tolls.

Get on I-190 S

1. Head east on Buffalo Ave toward 13th St
5 min (3.0 mi)
2. Turn right to merge onto I-190 S
2.9 mi
▲ Toll road
486 ft

Follow I-190 S and I-290 E to NY-263 S/Millersport Hwy in Amherst. Take exit 5A from I-290 E

3. Merge onto I-190 S
15 min (14.8 mi)
▲ Toll road
4. Use the right 2 lanes to take exit 16 for I-290 E toward I-90/Tonawanda/Rochester
7.6 mi
5. Continue onto I-290 E
0.4 mi
6. Take exit 5A for New York 263 S/Millersport Hwy S
6.6 mi
0.3 mi

Follow NY-263 S/Millersport Hwy, NY-324 E and Getzville Rd to Campus Dr W

7. Merge onto NY-263 S/Millersport Hwy
3 min (0.9 mi)
8. Turn left onto NY-324 E
0.3 mi
9. Turn right onto Getzville Rd
0.4 mi
10. Turn left onto Campus Dr W
0.2 mi
10 ft

Amherst
New York


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

Attachment: Travel Request TB Resolution (RES-2023-353 : Travel Request - Operator Training Courses)

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
		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, 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

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature

Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature

Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Travel Request TB Resolution (RES-2023-353 : Travel Request - Operator Training Courses)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 27406

RESOLUTION 2023-354
ADOPTED

Erie County Water Authority Request Proposal for One (1) Fire Hydrant Installation Sheridan Drive and Millersport Highway

We are hereby requesting authorization to have one (1) fire hydrant installed at the above location.

During the course of waterline construction, the Erie County Water Authority is requesting to install one (1) additional fire hydrant at the southeast corner of Sheridan Drive and Millersport Highway. The referenced hydrant will be installed during the course of construction of the water main replacement along Sheridan Drive. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to do these installations. The Town is to pay the annual maintenance fee of \$229.08.

May we have your approval for the installation of one (1) additional fire hydrant?

4/17/2023

Consent

FINANCIAL IMPACT:

\$229.08 annually

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: 04/17/23 07:00 PM
 Department: Highway
 Initiated by: **Stephen Bryan**
 Co-Sponsored by:

DOC ID: 27276

RESOLUTION 2023-355

ADOPTED

Authorize Supervisor to Sign Contract with ComputerSearch-EBC - CRS # 3911

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst approves the contract with ComputerSearch-EBC to provide maintenance agreement for the electronic date/time stamp machines (2): machine # 1522962 in Dispatch and #5001908 in Office.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract that is subject to the Contract Routing System CRS #3911 and approval of the Town Attorney.

4/17/2023

Consent

FINANCIAL IMPACT:

D5110-4110

NTE \$500.00

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

EBC HR & PAYROLL SOLUTIONS, INC

301 Ohio Street Suite 250, Buffalo, NY 14204
 331 John James Audubon Pkwy, Amherst, NY 14228
 Telephone: (716) 674-7900 Fax: (716) 712-5479

MECHANICAL MAINTENANCE AGREEMENT

Town of Amherst Highways
 1042 North Forest Road
 Williamsville, New York 14221

COVERAGE DATES: 3/18/2023 THROUGH 3/17/2024

EQUIPMENT (and location, if different than above):

(1) Compumatic Model MP550 Electronic Time Stamp, Serial#1522962

Signature to this Agreement authorizes EBC HR & Payroll Solutions, Inc (EBC), formerly operating as ComputerSearch Corporation, to maintain the equipment listed above. Customer agrees to pay the total charge of \$140.00 for the period noted.

It is understood that the above listed equipment and all accessory equipment external to it at the date hereof is in good operating condition and that service to be rendered does not include shop repairs, chemical shop cleaning, overhauls, or work necessary because of accident, fire, water, abuse, power failures, current fluctuations, DAYLIGHT SAVINGS CHANGES, or for any cause external to the equipment. Calls for such repairs are to be invoiced in addition to the above amount at current established prices.

In consideration of the above, EBC agrees to:

- ❖ Provide one (1) inspection per year. Inspections to include: cleaning, oiling and general preventative maintenance. Customer must call EBC to schedule.
- ❖ Supply and install all required minor parts under \$10.00, not including ribbons or electrical components.
- ❖ Provide telephone or on-site service support in the event of failure of the equipment.
- ❖ In general, EBC assumes responsibility for the satisfactory operation of this equipment.
- ❖ This service is wholly and entirely covered by the cost of this Agreement.
- ❖ Note: This agreement does not include upgrades.

Service calls shall be made between our normal working hours of 8:00 AM and 4:30 PM Monday through Friday, excluding holidays. Normal response time is within eight (8) working hours of the time the service request is received. All service calls rendered outside such hours will be invoiced at twice the prevailing hourly rate, minimum two hours. Travel/mileage expense for such service will be invoiced in addition to the above amount. Parts not provided for by this Agreement are to be invoiced at current prices less a 10% "preferred customer" discount (not including time cards or ribbons).

It is understood that EBC will not assume any liability for any accidents to, or caused by the machine or equipment. It is further agreed that any repairs or adjustments made by any person other than an authorized representative will relieve EBC from responsibility under this Agreement. This authorization is subject to acceptance by EBC and is not assignable without consent by same.

Approved by:

EBC HR & Payroll Solutions, Inc

Town of Amherst Highways



03/02/2023

Signature

Date

Signature

Date

Attachment: EBC (RES-2023-355 : Authorize Supervisor to Sign Contract with ComputerSearch -EBC - CRS # 3911)

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.
2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.
3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.
4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.
 - (a) **Workers' Compensation Insurance:** Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.
 - (b) **General Liability, Professional (if applicable) Liability and Property Damage Insurance:** Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate.
 - (c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis. Vendor shall ensure all its subs, if any, have obtained all the above insurances and shall also assure that any policy procured by any subvendor or sub-subvendor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Vendor to assure that any policy procured by any sub or sub-sub to name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contract and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than \$2,000,00.00 or the Town's actual expenses, whichever is higher, including, but

not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(d) A failure by Vendor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contract and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than \$2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

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

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

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

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

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

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

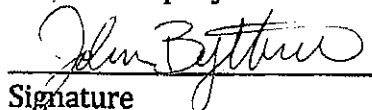
9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

EBC HR & Payroll Solutions
Print Name of Company

By: 
Signature

John Bytner
Printed name

Date: 03/23/2023

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Walsh Duffield Companies, Inc. 801 Main St. Buffalo, NY 14203	CONTACT NAME: Jaime M. Ferrentino		
	PHONE (A/C, No, Ext): (716) 362-7343	FAX (A/C, No): (844) 847-1360	
	E-MAIL ADDRESS: jferrentino@walshduffield.com		
INSURED EBC HR & Payroll Solutions, Inc; ComputerSearch Corporation 301 Ohio St Buffalo, NY 14204	INSURER(S) AFFORDING COVERAGE		NAIC:
	INSURER A : Selective Ins. Co. of S.C.		19259
	INSURER B : Utica Mutual Insurance Company		25976
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	X		S 2399915	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500
							MED EXP (Any one person) \$ 15
							PERSONAL & ADV INJURY \$ 1,000
							GENERAL AGGREGATE \$ 3,000
							PRODUCTS - COMP/OP AGG \$ 3,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☒ PROJECT ☒ LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY						
	☒ ANY AUTO			S 2399915	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						
A	☒ UMBRELLA LIAB						
	☒ EXCESS LIAB			S 2399915	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 5,000
	☐ CLAIMS-MADE						AGGREGATE \$ 5,000
	DED ☒ RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	5306739	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 500
							E.L. DISEASE - EA EMPLOYEE \$ 500
							E.L. DISEASE - POLICY LIMIT \$ 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Amherst Highway is added as additional insured with respect to the General Liability per form CG7300NY, if required by executed written contract agreement, to the extent provided therein.

CERTIFICATE HOLDER

CANCELLATION

Town of Amherst Highway 1042 North Forest Rd 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 Edward F. Walsh Jr.



**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

13.M.1.a

1a. Legal Name & Address of Insured (use street address only) EBC HR & Payroll Solutions, Inc. 301 Ohio St Buffalo, NY 14204 <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 (716) 689-0511 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 84-4298773
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst Highway 1042 North Forest Rd Williamsville, NY 14221	3a. Name of Insurance Carrier Utica Mutual Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 5306739 3c. Policy effective period <u>1/1/2023</u> to <u>1/1/2024</u> 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

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

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?

☐ YES ☐ NO

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

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

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

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

Approved by: Edward F. Walsh, Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Edward F. Walsh Jr. 3/2/2023
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-853-3820

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-15)

www.wcb.ny.gov



**Workers'
Compensation
Board**

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) EBC HR & PAYROLL SOLUTIONS, INC. 301 OHIO ST SUITE 250 BUFFALO NY 14204 <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 716-674-7900 1c. Federal Employer Identification Number of Insured or Social Security Number 84-4298773
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF AMHERST 5583 MAIN ST WILLIAMSVILLE, NY 14221	3a. Name of Insurance Carrier The Guardian Life Insurance Company of America 3b. Policy Number of Entity Listed in Box 1a 00975011 3c. Policy Effective Period 01/01/2023 to 01/01/2025

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 03/21/2023

By

Mr. Pao

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-888-278-4542

Name and Title Michael Prestileo, Head of Group Benefits Strategy, Product & Underwriting

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (12-21)




Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Highway
 Initiated by: **Stephen Bryan**
 Co-Sponsored by:

DOC ID: 27328

RESOLUTION 2023-356
ADOPTED

Authorize Supervisor to Sign Contract Extension to Piggyback for Corfu Machine Company - CRS #3929

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback the County of Monroe contract with CORFU MACHINE COMPANY, INC, 1977 Genesee Street, Corfu, New York 14036 to provide services and repairs of hydraulic cylinders.

The Monroe County and Corfu Machine Company Bid Reference # 0206-21 for repair of Hydraulic Cylinders. Contract term extension is 4/1/21 through 3/31/2024.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #3929) and the approval of the Town Attorney.

4/17/2023

Consent

FINANCIAL IMPACT:

Town Wide

Various

TBD

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

AGREEMENT EXTENSION

Let this document stand as an Agreement Extension between CORFU MACHINE CO., INC.
And the Town of Amherst permitting the Town of Amherst to PIGGYBACK in the purchase of :

MONROE COUNTY CONTRACT

CONTRACT REFERENCE # 0206-21 (77000000052)

4/1/2021 through 3/31/2024

1977 GENESEE STREET

CORFU, NEW YORK 14036

TO PROVIDE REPAIRS OF HYDRAULIC CYCLINDERS

from CORFU MACHINE COMPANY, INC. under THE MONROE COUNTY AGREEMENT
BID REFERENCE #0206-21 for the period from 4/1/2021 TO 3/31/2024.

Agreed to and Accepted by:

CORFU MACHINE COMPANY, INC.

By: Timothy Johnson
Signature

Timothy Johnson
Print Name

Vice President
Title

Date: 03-24-2023

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: REPAIR OF HYDRAULIC CYLINDERS

CONTRACT #: 0206-21 (77000000052)

CONTRACT DATES: 4/1/2021 – 3/31/2024

BUYER: Phil DiFrancesco
PHONE: 585-753-1130
FAX: 585-324-4278

VENDOR(S): Corfu Machine Co., Inc.
1977 Genesee Street
Corfu, NY 14036
Phone: 585-599-4691
Fax: 585-599-4695

TERMS AND CONDITIONS**BID ITEM:****REPAIR OF HYDRAULIC CYLINDERS****FOR:****Fleet Maintenance Department****PURCHASING
CONTACT:****Phil DiFrancesco, 585-753-1130; pdifrancesco@monroecounty.gov**

The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Phil DiFrancesco
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614

Email: pdifrancesco@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later noon (12:00 PM Eastern Standard Time) on **Friday, March 5, 2021**.

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Monday, March 9, 2021**.

DUPLICATE COPIES:**PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.****BID INFORMATION:**

At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

**SUBMITTAL OF
FORMAL
PROPOSAL:**

Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation and Disability Benefits Insurance** coverage or **PROOF** that they are exempt. (Visit www.wcb.ny.gov for forms.)

**SPECIFICATION
ALTERATIONS:**

Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES:

The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

BRAND REFERENCE:

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

METHOD OF AWARD:

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL. Bidder must bid on all items in order to be considered.** The County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **March 31, 2022**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

**DELIVERY/
RESPONSE TIME:**

All deliveries to be F.O.B. Destination as specified by a Purchase Order. The Contractor will be responsible for picking up the unit to be repaired and for delivering it when the work is completed at no additional charge to the ordering department. (Location: 145 Paul Road, Rochester, NY 14624)

The contractor will be required to pick up the unit(s) to be repaired within **twenty-four (24) hours** of receiving a call from authorized County personnel and to perform the services specified herein in a period **not to exceed five (5) business days**, after receipt of the unit(s). The Contractor must make every effort to repair a unit within twenty-four (24) hours of receipt of the unit, if an emergency situation exists for Monroe County.

IF THIS DELIVERY TIME IS NOT ACCEPTABLE, THE BIDDER MUST STATE AN ALTERNATE DELIVERY TIME IN BID PROPOSAL. Monroe County reserves the right to reject a bid if the alternate delivery time is not acceptable.

Also, Monroe County reserves the right to terminate the contract in the event the specified delivery time is not met, once delivery time is agreed upon.

DEFINITION OF TIME:

All pick-ups and deliveries covered under this contract are expected to be performed during regular business hours, Monday through Friday, 8:00 AM - 3:00 PM.

**SECURITIES AND
INSURANCE:**

Any Certificates of Insurance, Bonds or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 pm on that day.

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

**REPORT OF
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any political subdivision or district located in New York State. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

WAGE RATES:

Contractor agrees to comply with the provisions of the New York State Labor Law relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the Contractor. Wage rates may be obtained at www.labor.state.ny.us.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

**EQUAL PAY
CERTIFICATION:**

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

**BP206-21
REPAIR OF HYDRAULIC CYLINDERS**

TECHNICAL SPECIFICATIONS

1. Contractor must have the in-house ability to repair/rebuild telescopic type cylinders up to 10" diameter.
2. Contractor must have the in-house ability to repair/rebuild various types of hydraulic pumps, motors, and valves, bench test and supply department with failure analysis diagnostic.
3. Contractor must maintain machining accuracy to within .001 (one one-thousandth) of one inch.
4. Contractor must have the ability to perform cylinder honing.
5. Contractor will provide one (1) year full parts and labor warranty.
6. Contractor must provide heavy-duty and/or OEM parts.
7. Contractor must maintain an adequate stock of parts and materials to service this contract.

BP206-21
REPAIR OF HYDRAULIC CYLINDERS
PRICE SHEET

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	LABOR RATE FOR REPAIRS	\$ 68.00/HR.
2.	MATERIALS PRICES AT DISCOUNT OF 35% OR MULTIPLIER OF .65	

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title: _____

Contract Number: _____

Vendor: _____

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (i.e. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name: _____

Title: _____

Agency: _____

Telephone: _____ **Fax:** _____

E-mail: _____

Please submit this survey to Monroe County Purchasing.



CERTIFICATE OF LIABILITY INSURANCE

DA 13.M.2.a

8/22/2022

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

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

PRODUCER
M & T Insurance Agency, Inc.
285 Delaware Avenue, Suite 4000
Buffalo NY 14202

CONTACT
NAME:
PHONE (A/C, No, Ext): 716-853-7960 FAX (A/C, No): 716-651-4290
E-MAIL:
ADDRESS: CLServicing@mtb.com

INSURED
Corfu Machine Co., Inc.
1977 Genesee Street
Corfu NY 14036

CORFMAC-01

INSURER(S) AFFORDING COVERAGE	NAI
INSURER A : Travelers Indemnity Co of America	256
INSURER B : Travelers Indemnity Co of CT	256
INSURER C : Travelers Indemnity Co	256
INSURER D : Travelers Casualty Ins Co of America	190
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 561534879

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PER 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:	Y	Y	Y-630-499D059-6-TIA-22	8/4/2022	8/4/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	BA3N163367	8/4/2022	8/4/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	CUP4J269295	8/4/2022	8/4/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	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	UB9J070771	1/1/2022	1/1/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Garage Keepers			BA3N163367	8/4/2022	8/4/2023	Comp/Collision Limit \$200,000

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

The Town of Amherst is included as Additional Insured on a primary and noncontributory basis under the General Liability if required by written contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: CORFU (RES-2023-356 : Authorize Supervisor to Sign Contract Extension to Piggyback for Corfu Machine Company - CRS # 3929)



CERTIFICATE OF LIABILITY INSURANCE

13.M.2.a

01/25/2023

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

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

PRODUCER Brown & Brown of New York, Inc. 45 East Avenue Rochester NY 14604		CONTACT NAME: Christina Szczepanski PHONE (A/C, No, Ext): (585) 232-4424 E-MAIL ADDRESS: christina.szczepanski@bbrown.com FAX (A/C, No):	
INSURED Corfu Machine Co Inc 1977 Genesee St Corfu NY 14036		INSURER(S) AFFORDING COVERAGE INSURER A: The Hanover Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 23-24 WC**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W2SJ251791	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER 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)

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 
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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Corfu Machine Co Inc 1977 Genesee St Corfu, NY 14036 <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 (585)599-4691 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 161151350
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier The Hanover Insurance Company 3b. Policy Number of entity listed in box "1a": W2SJ251791 3c. Policy effective period: 1/1/2023-1/1/2024 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☒ X all excluded or certain partners/officers excluded

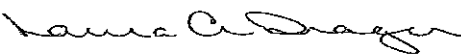
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers'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

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

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

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

Approved by: Laura Drager
 (Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  January 25, 2023

Title: Commercial Lines Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (585) 232-4424

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(9-07) www.wcb.state.ny.us



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) CORFU MACHINE INC 1977 GENESEE STREET CORFU, NY 14036 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number 161151350
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL571476 3c. Policy effective period 01/01/2023 to 12/31/2023

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
- ☐ B. Disability benefits only.
- ☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the name insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 1/26/2023 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Highway
 Initiated by: **Stephen Bryan**
 Co-Sponsored by:

DOC ID: 27343

RESOLUTION 2023-357

ADOPTED

Award of 2023 - 2024 Purchasing Maintenance Materials Bids (Sections 1-7)

The Highway Department respectfully requests that the Purchasing Maintenance Materials Bids, Section 1 through 7 be awarded to the lowest bidders within specifications as follows:

SECTION 1: AGGREGATE MATERIAL, PLANT MIXED ASPHALT CONCRETE, PATCHING MATERIAL, HAULING AND LIQUID BITUMINOUS MATERIAL:

- 1-1 CRS # 3945 HOLCIM QUARRIES NY, INC
- 1-2 CRS # 3946 NEW ENTERPRISE STONE AND LIME COMPANY
- 1-3 CRS # 3947 CAMBRIA ASPHALT PRODUCTS INC
- 1-4 CRS # 3948 GERNATT ASPHALT PRODUCTS INC
- 1-5 CRS # 3949 SUIT KOTE CORPORATION

SECTION 2: PIPE, VARIOUS SIZES, INCLUDING CONCRETE, METAL, HDPE, PIPE LINER, FITTINGS, COUPLERS AND FLEXIBLE FERNCOS:

- 2-6 CRS # 3950 NIAGARA PRECAST, INC

SECTION 3: GEO-TEXTILE MATERIAL, SNOW FENCES AND ADA (DETECTABLE WARNING SURFACE TILE) AND GRASS PAVERS:

- 3-7 CRS # 3951 AIRTITE WINDOW AND DOOR COMPANY INC

SECTION 4: GRASS SEED, FERTILIZER (STARTER), TOPSOIL, SANDY LOAM, SOD, BALL DIAMOND MIXES AND FIELD MATERIALS, ENGINEERED WOOD FIBER (EWF) AND RUBBERIZED SAFETY MATERIALS (CHIPS) FOR PLAYGROUNDS:

- 4-8 CRS # 3952 SITEONE LANDSCAPE SUPPLY INC
- 4-9 CRS # 3953 LEO BRENON TOPSOIL
- 4-10 CRS # 3954 LAKESIDE SOD SUPPLY COMPANY

SECTION 5: CONCRETE BUILDING MATERIALS:

- 5-11 CRS # 3955 SCRATON THRUWAY BUILDERS SUPPLY INC
- 5-12 CRS # 3956 AIRTITE WINDOW AND DOOR COMPANY INC

SECTION 6: PRECAST CONCRETE MANHOLES, ROUND FRAMES/COVERS, PRE-CASE CATCH BASINS, RECTANGULAR FRAMES/GRATES AND MANHOLE RINGS (STEEL AND PLASTIC), FLAPGATES, PRE-CAST JERSEY BARRICADES:

- 6-13 CRS # 3957 KISTNER CONCRETE PRODUCTS INC
- 6-14 CRS # 3958 EJ USA INC

- 6-15 CRS # 3959 BIHR LANDSCAPE INC
- 6-16 CRS # 3960 NIAGARA PRECAST INC
- 6-17 CRS # 3961 NEW ENTERPRISE STONE AND LIME COMPANY
- 6-18 CRS # 3962 F W WEBB COMPANY

SECTION 7: SIGN MATERIAL (ALUM, SHEETING), STOP SIGNS, SIGN POLES, 3M PRODUCTS, TRAFFIC CONTROL EQUIPMENT (ELECTRICAL SYSTEMS) AND TRAFFIC SAFETY SIGNS/CONE BARS:

- 7-19 CRS # 3963 EBERL IRON WORKS INC
- 7-20 CRS # 3964 HYATT'S GRAPHIC SUPPLY
- 7-21 CRS # 3965 TRAFFIC PARTS INC
- 7-22 CRS # 3966 TRAFFIC SYSTEMS INC
- 7-23 CRS # 3967 EASTERN METAL OF ELMIRA INC

Additional specifications and details are provided and attached per each section and bidder Bid Tab.

NOW THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the Amherst Town Supervisor to sign each contract listed above and approval of these contracts are contingent upon the successful completion of the Contract Routing System (CRS) and the Town Attorney approval.

4/17/2023

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Highway
 Initiated by: **Stephen Bryan**
 Co-Sponsored by:

DOC ID: 27374

RESOLUTION 2023-358

ADOPTED

Award of 2023 - 2024 Construction Bids (Section 8-15)

The Highway Department respectfully requests that the Construction Bids, SECTION 8 through Section 15, be awarded to the lowest bidders within specifications as follows:

SECTION 8: PLANE AND TEXTURIZE - SCARIFYING AND COLD MILLING EXISTING ROAD SURFACES:

- 8-1 CRS # 3978 MUNICIPAL MILLING AND MAINTENANCE LLC
- 8-2 CRS # 3979 DONEGAL CONSTRUCTION CORP

SECTION 9: CASUAL BLACK TOP REPAIR, NOVA CHIPS, MICRO-RESURFACING, CRACK FILL APPLIED, BLACKTOP SEALER APPLIED AND BITUMINOUS LIQUID MATERIAL APPLIED:

- 9-3 CRS # 3980 MIDLAND ASPHALT MATERIALS INC
- 9-4 CRS # 3981 SUIT KOTE CORPORATION
- 9-5 CRS # 3982 AMHERST SEALER INC

SECTION 10: ROAD RESURFACING

- 10-6 CRS # 3983 AMHERST PAVING INC

SECTION 11: BIKE PATH AND TRAILWAY REHABILITATION:

- 11-7 CRS # 3984 AMHERST PAVING INC

SECTION 12: CATCH BASIN REPAIRS:

NO BIDS AWARDED

SECTION 13: CURBING, SIDEWALKS, DRIVEWAY APRONS, ADA HANDICAP RAMPS AND CONCRETE / CURB CUTTING:

- 13-8 CRS # 3985 CVF CONCRETE CONSTRUCTION COMPANY

SECTION 14: PLANT MIXED CONCRETE AND CONTROLLED LOW STRENGTH MATERIALS:

- 14-9 CRS # 3986 HOLCIM QUARRIES NY INC
- 14-10 CRS # 3988 NEW ENTERPRISE STONE & LIME COMPANY INC

SECTION 15: ROAD STRIPING, PAINT EPOXY APPLICATIONS:

- 15-11 CRS # 3987 ACCENT STRIPE INC

Additional specifications and details are provided and attached per each section and bidder bid tab.

NOW THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the Amherst Town Supervisor to sign each contract listed above and approval of these contracts are contingent upon the successful completion of the Contract Routing System (CRS) and the Town Attorney approval.

4/17/2023

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Highway
 Initiated by: **Stephen Bryan**
 Co-Sponsored by:

DOC ID: 27344

RESOLUTION 2023-359

ADOPTED

Contract Extension - Fleet Pride Company - CRS #3944

Whereas, Bid # 2018040, Highway Department Heavy Duty Truck Parts allows for the contract to be extended for a period of two (2) years at the same terms and conditions; and

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2019-367 and 2021-320: and

NOW THEREFORE BE IT RESOLVED, the contract extension term will be dated from approval date through April 1, 2025; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Fleet Pride Company, 1696 Waldon Avenue, Cheektowga, NY 14225, subject to the Contract Routing System, CRS#3944 and the approval of the Town Attorney.

4/17/2023

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 extension between FLEET PRIDE COMPANY and the Town of Amherst permitting the Town of Amherst to participate in the purchase of heavy duty truck parts.

Fleet Pride, 1696 Walden Avenue, Cheektowaga, NY 14225
BID # 2018040
from 4/1/2019 through 4/1/2023 AND EXTENDED TO 4/1/2025.

for heavy duty truck parts and services per Town of Amherst BID # 2018040 tab.

Agreed to and Accepted by:

Fleet Pride Company

BY: John Miller
Signature

John Miller
Print Name

Branch Manager
Title

Date: 3-28-23

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: 04/17/23 07:00 PM
 Department: Highway
 Initiated by: **Stephen Bryan**
 Co-Sponsored by:

DOC ID: 27346

RESOLUTION 2023-360

ADOPTED

Contract Extension - Frey the Wheelman Company - CRS #3941/CMS #1269

WHEREAS, Bid #2018040 Highway Department Heavy Duty Truck Parts allows for the contract to be extended for a period of two (2) years at the same terms and conditions: and

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2019-367 and 2021-318; and

NOW, THEREFORE, BE IT RESOLVED, the contract extension term will be dated from approval date through April 1, 2025; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Frey the Wheelman, DBA Frey Heavy Duty, 805 Rein Road, Cheektowga, NY 14225, subject to the Contract Routing System (CRS#3941) and the approval of the Town Attorney.

4/17/2023

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 extension between FREY THE WHEELMAN, INC. and the Town of Amherst permitting the Town of Amherst to participate in the purchase of heavy duty truck parts.

FREY THE WHEELMAN, INC. d/b/a FREY HEAVY DUTY
805 Rein Road, Cheektowaga, NY 14225
BID # 2018040

from 4/1/2019 through 4/1/2023 AND EXTENDED TO 4/1/2025.

for heavy duty truck parts and services per Town of Amherst BID # 2018040 tab.

Agreed to and Accepted by:
FREY THE WHEELMAN, INC.

d/b/a FREY HEAVY DUTY

By: [Signature]
Signature
John R Gasiecki
Print Name

Branch Manager
Title

Date: 3/29/23

Agreed to and Accepted by:

TOWN OF AMHERST

By: [Signature]
Brian J. Kulpa
Supervisor

Date: _____

AGREEMENT

Let this document stand as an Agreement extension between FREY THE WHEELMAN, INC. and the Town of Amherst permitting the Town of Amherst to participate in the purchase of heavy duty truck parts.

FREY THE WHEELMAN, INC. d/b/a FREY HEAVY DUTY
805 Rein Road, Cheektowaga, NY 14225
BID # 2018040
from 4/1/2019 through 4/1/2021 AND EXTENDED TO 4/1/2023.

for heavy duty truck parts and services per Town of Amherst BID # 2018040 tab.

Agreed to and Accepted by:
FREY THE WHEELMAN, INC.

d/b/a FREY HEAVY DUTY

By: John R Gaspecki

Signature

John R Gaspecki

Print Name

Branch Manager

Title

Date:

3/19/21

Agreed to and Accepted by:

TOWN OF AMHERST

By:

Brian J. Kulpa

Brian J. Kulpa
Supervisor

Date:

4/14/21

CONTRACT

This agreement is hereby acknowledged and performance of this Contract will be undertaken in accordance with the specifications and pricing on which the below mentioned bid dated November 1, 2018 was submitted. I hereby state that I have authority to execute this document on behalf of Frey The Wheelman, Inc. d/b/a Frey Heavy Duty.

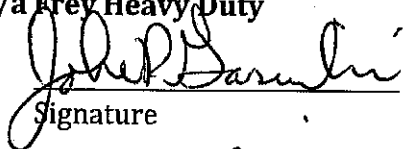
Name of Bid: Heavy Duty Truck Parts
Vendor Name: Frey The Wheelman, Inc. d/b/a Frey Heavy Duty
 805 Rein Road
 Cheektowaga, New York 14225

Town Board Approval: March 18, 2019
Town Board Resolution #: 2019-367

Authority for execution on behalf of the Town of Amherst: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board, at a meeting thereof held on March 18, 2019, 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 of Amherst. 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 the Town of Amherst.

Agreed to and Accepted by:

Frey The Wheelman, Inc.
d/b/a Frey Heavy Duty

By: 

Signature

John R Grasiacki

Printed name

Branch Manager

Title

Date: 3/29/19

Agreed to and Accepted by:

Town of Amherst

By: 

Brian J. Kulpa,
 Supervisor

Date: 3/1/19

ORIG.
TOWN OF AMHERST
AMHERST, NEW YORK

ADDENDUM NO 2018040B

**ADDENDUM TO****INVITATION TO BID****Bid #2018040****Heavy Duty Truck Parts**

Bids, as stated below, will be received and publicly opened by the Purchasing Department in accordance with the attached specification. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

Town of Amherst
Contract Compliance & Administration Department
Attention: Lawrence K. Graner
5583 Main Street
Williamsville, New York 14221

NOTE: Lower left hand corner of envelope **MUST** indicate the following:

BID NUMBER: 2018040

OPENING DATE: October 25, 2018 at 12:45 pm November 1, 2018 at 12:45 pm

FOR: Heavy Duty Truck Parts

NAME OF BIDDER: FREY HEAVY DUTY

The following pages, exhibits and/or attachments are attached to and made a part of the original Bid specifications, and part of any agreement entered into pursuant to this Bid.

Lawrence K. Graner
Director of Contract Compliance & Administration

Attachment: DOC033123-03312023125649 (RES-2023-360 : Contract Extension - Frey the Wheelman Company - CRS #3941/CMS #1269)

TOWN OF AMHERST
AMHERST, NEW YORK

ADDENDUM NO 2018040B

The opening date for this bid has been changed to November 1, 2018 at 12:45 pm.

In reference to the wording at the bottom of the price sheet on page 5:

****Type of Pricing to be Provided column:**

Please define which proof of pricing will be provided in by entering the following in the above column:
Enter M for Manufacturer List, Enter D for Distributor List or O for Other (please identify).

For O (Other), Cost Plus is acceptable if one of the other pricing options is not available.

Example - Vendor Cost (+) plus a markup of _____ (%) Percent.

- Vendor cost is what the awarded vendor actually paid.
- To verify vendor cost the TOA will need a copy of the awarded vendors original purchase receipt or system print-out at time of invoicing.
- Unless otherwise agreed all freight cost for delivery of requested parts and material shall be figured into this percentage markup.

All other terms, conditions and specifications remain unchanged.

Attachment: DOC033123-03312023125649 (RES-2023-360 : Contract Extension - Frey the Wheelman Company - CRS #3941/CMS #1269)

TOWN OF AMHERST
AMHERST, NEW YORK

ADDENDUM NO 2018040B

Town of Amherst
Contract Compliance & Administration Department
BID SPECIFICATIONS

ITEM NO	CATALOG NO/DESCRIPTION	Price List Type provided See below**	% Discount off List Price identified
	Price Per NYS Contract if Applicable		
	NYS Contract # _____		
A	BRAKE PARTS		
1	Meritor – Brake and related parts	MAN	61
1a	Meritor reline cast shoes with R403 lining only	MAN	61
2	Haldex – Brake and related parts	MAN	51
2a	All other stamped steel reline shoes with ABEX 685 lining by Federal Mogul		
3	WABCO – Brake and related parts	MAN	61
4	Euclid – Brake and related parts	MAN	56
5	Webb - Brake and related parts	MAN	52.5
5a	Drums, Rotors and Hubs	MAN	52.5
6	Gunite/Accuride - Drums, rotors and hubs, slack adjusters	MAN	53.19
6a	OTR-Replacement Parts	- PRIVATE LABEL -	
6b	Federal Mogul-Replacement Parts	MAN	50
7	Federal Mogul –BCA-National - Bearings and wheel seals	MAN	50
8	Redneck - Brake and related parts	MAN	50
9	Dexter - Brake and related parts	MAN	50
10	Stemco - Wheel Ends and Seals	MAN	45
11	Bendix Formula Blue - Hydraulic Brake and related parts		
12	Sealco - Brake, valves and related parts	MAN	50
13	MGM - Brake, chambers and related parts		
14	Centric - Brake, and related parts		
B	BRAKE AIR VALVES AND DRYERS	MAN	61
1	Wabco - Valves, dryers and related parts	MAN	51
2	Haldex - Valves, dryers and related parts	MAN	46
3	Bendix - Valves, dryers and related parts	MAN	
C	Cables		
1	Cablecraft - Push-pull and control cables		
D	Clutches		
1	Eaton - Clutches and related parts	MAN	41
2	Meritor - Clutches and related parts		
3	Clutch rebuilding Labor per hour	\$ 6.50 ⁰⁰	
4	Clutch rebuilding parts discount off list	41 %	
E	ENGINE STARTING AIDS		
1	Phillips zero start - Block heaters	MAN	40
2	Kat's - Block heaters		
F	EXHAUST		
1	Nelson - Mufflers and related parts		
2	Flexatube - Exhaust related parts		
3	Donaldson – Integrated Filtration Parts		

Attachment: DOC033123-03312023125649 (RES-2023-360 : Contract Extension - Frey the Wheelman Company - CRS #3941/CMS #1269)

TOWN OF AMHERST
AMHERST, NEW YORK

ADDENDUM NO 2018040B

G	FAN CLUTCHES, STARTERS AND ALTERNATORS		
1	Kysor - Fan clutches and related parts		
2	DELCO/REMY Components	MAN	58
3	Horton - Fan clutches and related parts		
4	Leece- Neville Components		
H	FRONT END PARTS		
1	Meritor - Front end components	MAN	61
2	Euclid - Front end components	MAN	56
3	Superwinch - Lockout hubs		
I	LIGHTING AND MIRRORS		
1	Grote - Lighting	MAN	50
2	Velvac - Mirrors		
3	Truck Lite - Lighting	MAN	57
4	Retrac - Mirrors	MAN	36
J	PINTLE HOOKS AND RELATED		
1	Buyers - Buyers products	MAN	40
2	Holland - Couplers	MAN	40
K	PUMPS AND POWER TAKE OFFS		
1	Chelsea - Pumps, PTO's and related products		
2	Munice - Pumps, PTO's and related products	MAN	40
3	Commercial - Hydraulic Pumps and related parts		
4	Vickers - Pumps and related parts		
5	Gresen Pumps and related parts		
6	Gates - Hydraulic hose and fittings		
L	SUSPENSION		
1	Meritor - Suspension components	MAN	61
2	Euclid - Suspension components	MAN	56
M	UNIVERSAL JOINTS		
1	Meritor - Universal joints	MAN	63
2	Spicer - Universal joints	MAN	63
3	Neapco - Universal joints	MAN	63
4	Bondioli Agricultural - Shafts		
5	Weasler Agricultural - Shafts		
6	Labor Rate per Hour for rebuilding drive shafts \$ <u>50.00</u>		
N	WHEELS		
1	Accuride - Wheels and related	MAN	57
2	Motor Wheel - Wheels and related		
O	DRIVE LINE AND DRIVE SHAFT COMPONENTS		
1	Allison Components		
2	Arvin - Meritor Components	MAN	63
3	Borg - Warner Components		
4	Clark Components		
5	Dana - Spicer Components	MAN	63
6	Fuller - Eaton Components		
7	Marmon Components		
8	Meritor Components		
9	New Process/New Venture Components	MAN	63
10	OTR Components		
11	Pro Gear Components		
12	Rockwell Components		
13	Weller Components		
14	Z F Transmission and Components		
	No Additional Charges Will Be Allowed		

Attachment: DOC033123-03312023125649 (RES-2023-360 : Contract Extension - Frey the Wheelman Company - CRS #3941/CMS #1269)

TOWN OF AMHERST
AMHERST, NEW YORK

ADDENDUM NO 2018040B

**Type of Pricing to be Provided column:

Please define which proof of pricing will be provided in by entering the following in the above column:
Enter M for Manufacturer List, Enter D for Distributor List or O for Other (please identify).

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted via e-mail to:
Khalton@amherst.ny.us

NAME OF BIDDER:

FREY HEAVY DUTY

Attachment: DOC033123-03312023125649 (RES-2023-360 : Contract Extension - Frey the Wheelman Company - CRS #3941/CMS #1269)



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Highway
 Initiated by: **Stephen Bryan**
 Co-Sponsored by:

DOC ID: 27324

RESOLUTION 2023-361

ADOPTED

Extension of Garbage/Recycling Totes/Parts Contract - CRS #3927 (CMS #1601)

WHEREAS, Cascade Engineering Inc has agreed to extend their contract for Garbage and Recycling Totes and Parts (BID # 2018043); and

WHEREAS, the contract allows for a one-year additional extension;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the extension of the contract with Cascade Engineering for the period March 26, 2023 thru March 25, 2024; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the one year contract extension with Cascade Engineering, Inc; and

BE IT FURTHER RESOLVED, approval is subject to successful completion of the Contract Routing System (CRS#3927) and approval of the Town Attorney.

4/17/2023

Consent

FINANCIAL IMPACT:

C8161-4531; Amount TBD

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

AMHERST HIGHWAY DEPARTMENT

1042 North Forest Road Williamsville, New York 14221

Patrick Lucey
Superintendent of Highways
plucey@amherst.ny.us



PHONE (716) 631-7117

FAX (716) 631-7265

www.amherst.ny.us

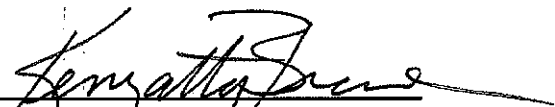
CONTRACT EXTENSION

Cascade Engineering, Inc. agrees to extend the current contract with the Town of Amherst For Garbage and Recycling Totes and Parts (Bid #2018043; CRS/CMS # 3560/1212/1601) At the following prices:

96 Gallon Tote Price:	\$54.22
64 Gallon Tote Price:	\$46.27
35 Gallon Tote Price:	\$39.33

This contract will be extended for a one-year term from March 26, 2023 to March 25, 2024.

SIGNED:


CASCADE ENGINEERING INC.

Brian J. Kulpa, Supervisor
Town of Amherst

DATED: 3/22/23

DATED: _____

Attachment: DOC032423-03242023104112 (RES-2023-361 : Extension of Garbage/Recycling Totes/Parts Contract - CRS #3927 (CMS#1601))

**TOWN OF
AMHERST**
Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032



**DEPUTY
SUPERVISOR/COUNCILMEMBER**
Jacqueline Berger

COUNCILMEMBERS
Deborah Bruch Bucki, RN, PhD
Shawn Lavin
Michael Szukala

CONTRACT EXTENSION

Cascade Engineering, Inc. agrees to extend the current contract with the Town of Amherst for Garbage and Recycling Totes and Parts (Bid #2018043; CRS/CMS #1212/1601) at the following prices:

96 Gallon Tote Price:	\$54.22
64 Gallon Tote Price:	\$46.27
35 Gallon Tote Price:	\$39.33

This contract will be extended for a one-year term from March 26, 2022 to March 25, 2023.

SIGNED:


Vendor Scott Downer
Director, Sales - Cascade Cart Solutions


Brian J. Kulpa, Supervisor
Town of Amherst

DATED August 29, 2022

DATED 9/9/22


Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 03/18/19 07:00 PM
Department: Contract Compliance
Initiated by: **Lawrence Graner**
Co-Sponsored by:

DOC ID: 20102

RESOLUTION 2019-366
ADOPTED

Insurance Waiver Request for Bid #2018043 Garbage and Recycling Totes and Parts CRS #1212 & 1213

WHEREAS, the Contract Compliance awarded Bid #2018043 for Garbage and Recycling Totes and Parts at the February 4, 2019 Town Board meeting (Resolution #2019-205); and

WHEREAS, both Rehrig Pacific and Cascade Engineering ship via third party and will not be on Town of Amherst property.

THEREFORE BE IT RESOLVED, the Town Board grant insurance waivers for both Rehrig Pacific and Cascade Engineering.

3/18/2019

Consent

FINANCIAL IMPACT:

N/A

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



CERTIFICATE OF LIABILITY INSURANCE

13.M.7.a

DATE (MM/DD/YYYY)

3/24/2023

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

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

PRODUCER Hylant - Grand Rapids 85 Campau Ave. NW, Ste 100 Grand Rapids MI 49503	CONTACT NAME: PHONE (A/C No. Ext): 616-855-7900 FAX (A/C No.): 616-855-7910 E-MAIL ADDRESS: GRCerts@hylant.com												
INSURED Cascade Engineering, Inc. 5175 36th Street SE Grand Rapids, MI 49512	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A : Travelers Prop Cas Co of Amer</td><td>NAIC # 25674</td></tr><tr><td>INSURER B : Charter Oak Fire Insurance Co</td><td>25615</td></tr><tr><td>INSURER C : Travelers Indemnity Co of CT</td><td>25682</td></tr><tr><td>INSURER D : Midwest Employers Casualty Co</td><td>23612</td></tr><tr><td>INSURER E : Crum & Forster Specialty Insurance Company</td><td>44520</td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER A : Travelers Prop Cas Co of Amer	NAIC # 25674	INSURER B : Charter Oak Fire Insurance Co	25615	INSURER C : Travelers Indemnity Co of CT	25682	INSURER D : Midwest Employers Casualty Co	23612	INSURER E : Crum & Forster Specialty Insurance Company	44520	INSURER F :	
INSURER A : Travelers Prop Cas Co of Amer	NAIC # 25674												
INSURER B : Charter Oak Fire Insurance Co	25615												
INSURER C : Travelers Indemnity Co of CT	25682												
INSURER D : Midwest Employers Casualty Co	23612												
INSURER E : Crum & Forster Specialty Insurance Company	44520												
INSURER F :													

COVERAGES**CERTIFICATE NUMBER:** 133791254**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Includes contractual liab GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	6301L314913	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	8105N507232	9/1/2022	9/1/2023	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 \$ 0	Y	Y	CUP2L461591	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
B D	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	UB5N458024 EWC008548	9/1/2022 9/1/2022	9/1/2023 9/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Cyber Liability			CYB104702	9/1/2022	9/1/2023	Each Claim \$1,000,000 Aggregate \$1,000,000

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

Additional Insured for general liability (including both ongoing and completed operations), automobile liability and umbrella liability as required by written contract subject to the terms, conditions, and exclusions of the policies - Town of Amherst
Waiver of subrogation on general liability, automobile liability, and umbrella liability as required by written contract in favor of Additional Insured.
Umbrella follows form over general liability and auto liability subject to the terms conditions, and exclusions of the policy.

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

Judy K. Wilson

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Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Highway
 Initiated by: **Stephen Bryan**
 Co-Sponsored by:

DOC ID: 27367

RESOLUTION 2023-362

ADOPTED

Authorization to Pay Southworth Milton, Inc

The Highway Department requests Town Board authorization to pay Southworth Milton Inc, 4610 East Saile Drive, Batavia, NY 14020 for major repairs on the Town's sole paving machine.

The Highway Department purchased a AP1000F Wheel Asphalt Paver in 2017 (2017-470). The contract warranty expired last year.

Town of Amherst repair costs will be \$5,368.93 with funds available in the budget under D5130 : 4240 under PO #23-19714.

We are seeking approval for the directive to the Town Comptroller for payment of the outstanding invoice to Southworth Milton, inc. Thank you for considering this request.

4/17/2023

Consent

FINANCIAL IMPACT:

D5130 : 4240

\$5,368.93

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: 04/17/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27341

RESOLUTION 2023-363

ADOPTED

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

Recreation Attendant - PT/Youth & Recreation (2 Positions), Temporary, Effective April 18, 2023, \$15.50 ph, Step 1 for Sydney Doane and Daniel Knapp.

4/17/2023

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: 04/17/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27353

RESOLUTION 2023-364
ADOPTED

School Crossing Guard - PT/Police Department

School Crossing Guard - PT/Police Department, Effective April 18, 2023, Temporary, \$14.20 ph, Step 1 for Herbert Wilber.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

4/17/2023

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: 04/17/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27354

RESOLUTION 2023-365
ADOPTED

Messenger/Court

Please appoint a Messenger to the Court. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective April 18, 2023 at an hourly rate of \$15.24, Grade 2, Step A for Alyssa Scaduto.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

4/17/2023

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: 04/17/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27358

RESOLUTION 2023-366

ADOPTED

Police Lieutenant/Police Department (2 Positions)

Please appoint two (2) Police Lieutenants to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective April 18, 2023 at an annual salary of \$104,142 for Craig Petit and Samantha Arena.

These are promotions for employees currently serving as Police Officer.
 Replacements are due to a promotion and retirement.

4/17/2023

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: 04/17/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27365

RESOLUTION 2023-367
ADOPTED

Police Captain/Police Department

Please appoint a Police Captain to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective April 18, 2023 at an annual salary of \$114,616 for Greg Huller.

Pending Erie County Civil Service Rules and Regulations.

This is a promotion for an employee currently serving as Police Lieutenant.
 Replacing an employee who passed away.

4/17/2023

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: 04/17/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27366

RESOLUTION 2023-368
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 April 18, 2023 at an annual salary of \$38,674, Grade 7, Step A for Jared Burns.

Contingent upon completing all pre-employment requirements.

4/17/2023

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: 04/17/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27372

RESOLUTION 2023-369
ADOPTED

Crime Analyst - PT/Police Department

Please appoint a Crime Analyst - PT to the Police Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective April 18, 2023 at an hourly rate of 22.00, Step 4 for Corey Brown.

4/17/2023

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: 04/17/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 27373

RESOLUTION 2023-370
ADOPTED

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective April 18, 2023 at an hourly rate of \$17.40, Grade 3, Step A for Nicholas Horvath.

Contingent upon completing all pre-employment requirements.

4/17/2023

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: 04/17/23 07:00 PM
 Department: Planning
 Initiated by: **Dan Howard**
 Co-Sponsored by:

DOC ID: 27333

RESOLUTION 2023-371
ADOPTED

To Authorize the Town Supervisor to Enter into a Sub-Recipient Agreement with the Town of Cheektowaga for the Management of Activities Funded through the HOME Investment Partnership Program CRS #3917

WHEREAS, the Town of Amherst acts as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium; and

WHEREAS, the U.S. Department of Housing and Urban Development requires that the Town execute annual Sub-Recipient Agreements with the other member towns to include a more precise description of the allocation of responsibilities for managing projects utilizing HOME funds;

NOW, THEREFORE, BE IT RESOLVED, that subject to the satisfactory completion of the contract routing process, the Town Board of the Town of Amherst authorizes the Supervisor to enter into a Sub-Recipient Agreement with the Town of Cheektowaga for the 2023-24 Community Development program year.

4/17/2023

Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no monetary consideration and will have no impact on the Town Budget or tax rate.

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

March 29, 2023

Agenda of April 17, 2023

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

Subject: Subrecipient Agreement with the Town of Cheektowaga HOME Investment Partnership Program for 2023-24 Program Year

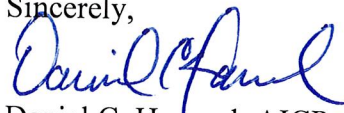
Honorable Board Members:

The Town acts as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium in order for the three towns to qualify for direct funding under the HOME Investment Partnership (HOME) Program. In this capacity, the Town is responsible for administrative oversight in the management of the HOME grant.

The U.S. Department of Housing & Urban Development requires that the Town execute formal "Sub recipient Agreements" with each of the other towns in order to delegate responsibilities for the day-to-day management of the HOME program activities to the individual towns.

Attached for your consideration is a resolution authorizing the Town Supervisor to sign a Subrecipient Agreement with the Town of Cheektowaga.

Sincerely,



Daniel C. Howard, AICP
Planning Director

Att.

X:\Community Development\New Structure\ACT CONSORTIUM\HOME Consortium Agreement\3town Subrecipient Agreement\2023-24\TB_Subrecipient_ltr_Cheektowaga_2023.docx

SUBRECIPIENT AGREEMENT
BETWEEN THE TOWN OF AMHERST AND THE TOWN OF CHEEKTOWAGA
FOR THE USE OF HOME FUNDS

THIS AGREEMENT, entered into as of the ____ day of _____, 2023, between the Town of Amherst, a municipal corporation of the State of New York acting as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium, having an office located at 5583 Main Street, Williamsville, New York 14221, (hereinafter referred to as the "Consortium"), and the Town of Cheektowaga, a municipal corporation of the State of New York, having an office located at 3301 Broadway, Cheektowaga, New York 14227 (hereinafter referred to as "the Subrecipient").

WITNESSETH

WHEREAS, the Consortium receives an Entitlement HOME Investment Partnership Grant (herein referred to as the Grant) from the Department of Housing and Urban Development (herein referred to as HUD) for use in the Towns of Amherst, Cheektowaga and Tonawanda, and

WHEREAS, rules and regulations of HUD which govern the Grant require the lead community to contract with any other entities managing activities utilizing HOME funds, and

WHEREAS, the Subrecipient has adequate capacity to administer housing and community development activities within its jurisdiction,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. **EXHIBITS INCORPORATED.**
The following exhibits are attached to this Agreement and made a part hereof.
 - a. Exhibit "A" - Subrecipient Responsibilities
 - b. Exhibit "B" - Budget & Schedule
 - c. Exhibit "C" - Certificate of Insurance (Sub-recipient)
 - d. Contract Addendum
2. **Time of Performance:** The services of the Subrecipient shall begin April 1, 2023 and end March 31, 2024, or upon reporting as completed in the HUD IDIS of any activities undertaken by the Subrecipient under this contract.
3. **Compensation for Services:** The Consortium shall verify that it has HOME funds available to cover the anticipated costs of acquisition/rehabilitation/construction associated with any project included in the Annual Plan submitted to the U.S. Department of Housing and Urban Development covering the use of HOME and Community Development Block Grant funds. The Consortium will pay the Subrecipient for approved costs accrued in carrying out the acquisition, rehabilitation and reconstruction of properties selected by the Subrecipient for inclusion in this project.

4. Method of Payment: The Subrecipient will complete a Town of Amherst Voucher for payment of approved costs accrued in carrying out the acquisition, rehabilitation and reconstruction of properties selected by the Subrecipient for inclusion in this project.
5. Termination of Contract for Cause: If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the Consortium shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Subrecipient under this Agreement, shall, at the option of the Consortium, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
6. Termination for Convenience of Consortium: The Consortium may terminate this Agreement at any time by giving written notice to the Subrecipient of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in this Agreement, shall at the option of the Consortium, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
7. Remedies for Non-Compliance: If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the Consortium shall thereupon have the right to impose one or any combination of the following remedies for non-compliance: (1) Temporarily withholding cash payments pending correction of the deficiency; (2) Disallowing all or part of the cost of the activity or action not in compliance; (3) Wholly or partly suspending or terminating the current award; (4) Withholding further awards; and (5) Taking other remedies that may be legally available.
8. Equal Employment Opportunity: The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, national origin or because he or she is a disabled veteran or veteran of the Vietnam era. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, national origin or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities.

The Subrecipient agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause. The Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap, familial status, national origin or because he or she is a disabled veteran or veteran of the Vietnam era. The Subrecipient will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Subrecipient shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Consortium may reasonably require for purposes of demonstrating compliance with this Section 8.

The Subrecipient agrees to comply with such rules, regulations, or guidelines as the Consortium may issue to implement these requirements.

9. Interest of Members: No officer, member, or employee of the Subrecipient, and no member of the governing body of the Consortium who exercises any functions or responsibilities in the review or approval of the undertaking of the Project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association (other than the Subrecipient) in which he is, directly or indirectly interested or has any personal or pecuniary interest, direct or indirect.
10. Assignability: The Subrecipient shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Consortium thereto: Provided however, that claims for money due or to become due to the Subrecipient from the Consortium under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Consortium.
11. Interest of the Subrecipient. The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.
12. Findings Confidential: Any reports, information, data, etc., given to or prepared or assembled by the Subrecipient under this Agreement which the Consortium requests to be kept confidential shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the Consortium, except as may be required by law or by order of a court or governmental agency with appropriate jurisdiction.
13. Officials Not to Benefit: No members of or Delegates to the Congress of the United States of America or Consortium officials or employees engaged in the administration of the

Grant shall be admitted to any share in the Project or part thereof or to any benefit to arise here from.

14. Conflict of Interest: No person who is an employee, agent, consultant, officer or elected official or appointed official of the Consortium or the Subrecipient who exercises or have exercised any functions or responsibilities with respect to activities assisted with HOME or Community Development Block Grant (CDBG) funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME or CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
15. Publication, Reproduction, and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Consortium shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.
16. Audits and Inspections: At any time during normal business hours and as often as the Consortium may deem necessary, there shall be made available to the Consortium for examination all of the Subrecipient's records with respect to all matters covered by this Agreement and the Subrecipient will permit the Consortium to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel conditions of employment and other data relating to all matters covered by this Agreement. The Consortium shall commission an audit of the HOME award to be performed either on an annual or fiscal year basis as is appropriate in accordance with 24 CFR parts 44 and 45, as applicable.
17. Refusal to Testify, Grounds for Cancellation, Disqualification: Upon refusal by the Subrecipient, or if the Subrecipient is a firm, partnership, or corporation, upon refusal of a person who is a member, partner, director, or officer of the Subrecipient when called before a Grand Jury to testify concerning any transaction or contract with the State, or any political subdivision, public authority, any public department, agency, or official thereof, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, the Subrecipient, and such other person, shall be disqualified after such refusal from selling to or submitting bids to or receiving awards from or entering into any contracts with the Consortium for goods, work or services for a period of five (5) years and this Agreement at the option of the Consortium may be cancelled or terminated without incurring any penalty or damages on account of such cancellation or termination, provided, however, that any monies owing hereunder for goods delivered or work done prior to such cancellation or termination shall be paid.
18. Program Income: Program income, if any, received by the Subrecipient will be returned to the Consortium. Proceeds from the sale of the houses shall be returned to the Consortium.

19. Reversion of Assets: Upon the expiration of the Agreement the Subrecipient agrees to transfer to the Consortium any HOME funds on hand at the time of expiration and any accounts receivable attributed to the use of HOME funds.
20. Private Contractors: The Subrecipient agrees that in the event it contracts with private contractors for any project or part of the project undertaken pursuant to this Agreement, it will observe the Laws of New York and Federal Government requirements as detailed in 24 CFR 92.504 and 92.505 of the HOME Regulations and applicable CDBG regulations regarding the letting of private contracts.
21. Federal and State Requirements: The Subrecipient agrees to abide by all present and future applicable New York State and Federal Government requirements in carrying out the activity described in Exhibit "A" attached hereto and made a part hereof. The Subrecipient will comply with federal Uniform Administrative Requirements referenced at 24 CFR 92.505, including OMB Circular A-122 and the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13-to-84.16, 84.21, 84.22, 84.26, 84.28, 84.30, 84.31, 84.34-to-84.37, 84.40-to-84.48, 84.51, 84.60-to-84.62, 84.72, and 84.73.
22. Other Federal Program Requirements: The Subrecipient will carry out the activity in compliance with all federal laws described in subpart F of 24 CFR part 92 and 24 CFR part 570, as applicable.
23. Affordability: Projects assisted with HOME funds must meet the affordability requirements of federal regulations at 24 CFR 92.254 and must require repayment of the funds if the project does not meet the affordability requirements for the time period specified in said regulations. Contracts of sale for any properties utilizing HOME funds to an income-eligible homebuyer must set forth the recapture requirements to be imposed on the subject property pursuant to 24 CFR 92.254(a)(5)(ii).
24. Property Standards. The subject property must meet the property standards set forth in 24 CFR 92.251 and the lead-based paint requirements of 92.355.
25. Requests for Disbursement of Funds: The Subrecipient may not request disbursement of funds under the Agreement until funds are needed for payment of eligible costs. The amount of each request must be limited to the actual amount needed.
26. Hold Harmless and Indemnification: To the fullest extent permitted by law, the Subrecipient shall defend, indemnify, and hold harmless the Consortium and its officers, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Subrecipient, any contractor or subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose

acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Consortium or any of their officers, agents or employees by an employee of the Subrecipient, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation acts, disability benefit acts or other employee benefit acts.

The Subrecipient agrees that in the event it contracts with private contractors for work which is funded in part or in whole pursuant to this Agreement, the Subrecipient must have an agreement from the private contractor or subcontractor to obtain contractual and General Liability insurance coverage insuring the Subrecipient and the Consortium.

Such insurance coverage shall be in full force and effect by the beginning date of any project work and continue in full force until the project work is complete, or until the release of the private contractor by the Subrecipient.

The Subrecipient has elected to become a self-insurer for liabilities formerly covered by policies of Automobile, General, Police, Public Officials and Excess Umbrella insurance. In lieu of a Certificate of Insurance, the Consortium will accept this self-insurance as evidence of the Subrecipient's intent to pay its legal obligations for meritorious Automobile, General, Police and other uninsured liability claims made against it and the Consortium to the extent provided in the Subrecipient's agreement with the Consortium. Payments for such claims are guaranteed by the full faith and credit of the Subrecipient or its districts, as applicable, and will be paid out of budgeted funds or from funded loss reserves or from the proceeds of bonds the Subrecipient is permitted to issue for the payment of claims.

The Subrecipient agrees to render to the Consortium a Certificates of Self-Insurance within a maximum of ten (10) days after project work activity begins.

27. Records and Reports: The Subrecipient agrees to begin work within a reasonable time after execution of the Agreement. It further agrees to maintain complete records pertaining to carrying out the activities, including those pertaining to costs, marketing and applicants, income determination, contracts, compliance with federal requirements and regulations and other information required by the Consortium in order to assist the Consortium in meeting its record keeping requirements.
28. Appropriations under the Act: This Agreement shall be valid only to the extent that the Federal Government appropriates monies for the project under the HOME and CDBG Programs.

Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States Department of Housing and Urban Development in

the amount stipulated in the 2023 Annual Action Plan as approved by the Amherst Town Board on February 13, 2023.

29. Amendment: This contract may be amended only by written instruments executed by the parties to this Agreement except that Exhibit "A" may be amended to add, delete and/or modify projects and project budgets within the amount of funding allocated for the Subrecipient's projects by notification in writing to the Consortium accompanied by a copy of a resolution approved by the Subrecipient' Board at a duly called meeting authorizing such additions, deletions and/or modifications. Such amendment shall be in conformity with applicable federal requirements.
30. Notice and Communication: Any notice, request or other communication required or permitted to be given hereunder shall be in writing and delivered personally or sent registered or certified mail, return receipt requested, to the recipient at the address designated for such party in the Agreement or to such other address as such recipient may have last designated by notice similarly given.
31. Obligations of the Subrecipient With Respect to Certain Third Party Relationships:
The Subrecipient shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. The Subrecipient shall, by contractual requirement, covenant, or other binding commitment, assure the compliance on the part of any contractor, subcontractor, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Consortium necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Consortium's and the Town of Amherst's assurances and certifications pursuant to the HOME and Community Development Block Grant Programs.
32. This Agreement shall be null and void in the event of, and on a proportionate basis to, the withdrawal of funds by HUD for the Project. This Agreement shall be executory only to the extent that funds are made available to the Consortium pursuant to the HOME Investment Partnership Act as applied for by the Consortium for purposes of this Agreement.
33. Anti-Lobbying: To the best of the jurisdiction's knowledge and belief:
 1. No Federal appropriated funds have been paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of

a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

34. The Subrecipient will include the Section 3 Compliance in contracts funded with HOME or CDBG funds that require the Section 3 Compliance.

SECTION "3" COMPLIANCE

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which amended Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. If Section 3 hiring is to be completed specifically for this contract the contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's hiring commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and locations of the person (s) taking applications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. Copies of such notices will be provided to the Town.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- F. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this day and year first above written.

TOWN OF CHEEKTOWAGA

By: Diane Benczkowski
Diane Benczkowski, Supervisor, Town of Cheektowaga

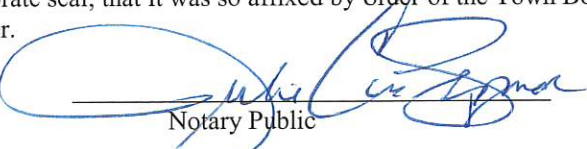
AMHERST HOME CONSORTIUM

By: _____
Brian J. Kulpa, Supervisor, Town of Amherst

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 10th day of March, 2023, before me personally Diane Benczkowski, to me known, who, being by me duly sworn, did depose and say that he resides in Cheektowaga, New York, that he/she is the Town Supervisor of the Town of Cheektowaga, the municipal corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board; that he/she signed his name thereto by like order.


Notary Public
JULIE G. SYMACK
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 01/03/2027

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this _____ day of _____, 2023, before me personally came Brian J. Kulpa, to me known, who, being by me duly sworn, did depose and say that he/she resides in Amherst, New York that he/she is the Town Supervisor for the Town of Amherst, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board; that he signed his name thereto by like order.

Notary Public

EXHIBIT "A"**Project Description & Subrecipient Responsibilities****All HOME-Funded Projects**

Subrecipient responsibilities:

- Enter appropriate project set-up and completion information in IDIS.
- Maintain file documentation of required HUD procedures.

Cheektowaga First Time Homebuyer Program

Provision of closing cost assistance to income-eligible first-time homebuyers through 0% deferred loans.

Subrecipient responsibilities:

- advertise the program
- screen all applicants for eligibility
- provide suitable counseling for first time homebuyers
- inspect any properties proposed for assistance for Housing Quality Standards (consistent with HUD Section 8 Program requirements)
- prepare appropriate paperwork for estimating closing cost assistance at closing, including any lien agreements or mortgages.

Cheektowaga HOME Housing Rehabilitation

Provision of low interest or deferred-payment loans to income-eligible homeowners for necessary housing repairs; HOME program income will supplement 2019 funding.

Subrecipient responsibilities:

- advertise the program
- screen all applicants for eligibility
- provide credit counseling where applicable for financially challenged applicants
- prepare work write-ups for work necessary to correct code violations
- inspect assisted properties for applicable building code standards
- check Debarment List for contractor
- prepare vouchers for payment of contractor
- prepare contracts and agreements
- prepare and record liens and notes/mortgages for complete activity

Cheektowaga HOME Rental Subsidy

Creation of a HOME Rental Subsidy Program to provide a long-term deferred 0% loan towards the construction of new affordable rental housing developments serving LMI seniors, disabled, special populations.

Subrecipient responsibilities:

- request new affordable rental development proposals
- review development proposals against funding criteria
- complete preliminary underwriting reviews
- issue notice to reserve funding to eligible proposals
- complete final underwriting reviews
- conduct NEPA Review
- issue loan commitment letter(s)
- ensure application of relevant HOME regulations
- prepare and oversee loan agreements, notes/mortgages, and deed restrictions
- authorize vouchers for payment
- conduct annual affordability monitoring review of HOME subsidized units

Cheektowaga HOME Acquisition/Rehabilitation CHDO

Acquisition of vacant and/or foreclosed property for rehabilitation/new construction and resale to eligible first time homebuyer; The Town of Cheektowaga enters into a separate Subrecipient Agreement with the CHDO, Lt. Col. Matt Urban Human Services Center of WNY or another CHDO to-be-determined, for purchase and rehabilitation of single-family homes for resale to eligible first-time homebuyers in the Town of Cheektowaga.

Subrecipient responsibilities:

- advertise the program
- screen all Homebuyer applicants for eligibility
- assist CHDO in preparation of work write-ups for rehabilitation
- inspect assisted properties for applicable building code standards
- ensure application of relevant HOME regulations
- check Debarment List for contractor
- authorize vouchers for payment of contractor
- oversee contracts and agreements
- prepare and record liens and notes/mortgages for complete activity

Cheektowaga HOME Administration

HOME funds for the Administration of the HOME program in Cheektowaga for staff hours charged to HOME activities will be available through 10% of FY 2023 HOME Program Income returned from previous HOME activities.

Subrecipient responsibilities:

- maintain timesheets for staff hours charged to HOME activities
- submit timesheets with invoices for HOME administration charges

The Towns of Amherst, Cheektowaga and Tonawanda, as participants in the Amherst HOME Consortium, do certify that the FY 2023 HOME Investment Partnerships Grant funds will be fully committed to qualified HOME projects/activities within 24 months of the HUD award date as per HUD Regulation 24 CFR 92.500(d), which outlines the commitment, Community Housing Development Organization (CHDO) reservation and expenditure requirements for HOME Program funds.

Fifteen days prior to the HOME 24 month compliance deadline, any remaining uncommitted funds will be re-allocated to a viable HOME activity within the Consortium as determined by the Lead Town of the Consortium.

EXHIBIT "B"**BUDGET & SCHEDULE****BUDGET****First Time Homebuyer Assistance**

HOME funds to assist first time homebuyers.

No reimbursement to be provided to the subrecipient

HOME Housing Rehabilitation

Loans for eligible single unit homeowners.

No reimbursement to be provided to the subrecipient

HOME Rental Subsidy

Loans to developers of new affordable rental housing developments for seniors;

No reimbursement to be provided to the subrecipient

HOME Acquisition/Rehabilitation/New Construction Program CHDO

Acquisition and rehabilitation/new construction of deteriorated single unit structures for resale to eligible first-time homebuyers;

No reimbursement to be provided to the subrecipient

HOME Administration

HOME funds allocated for staff hours charged to HOME activities;

10% HOME PI funds allocated to subrecipient

SCHEDULE**First Time Homebuyer Assistance**

Task: Advertise, screen applicants, process for eligible assistance, inspect properties for Housing Quality Standards.

Target Completion Date: March 31, 2024

HOME Housing Rehabilitation

Task: Advertise, screen applicants, process for eligible assistance, inspect properties, prepare work write-ups, review bids, prepare contracts/agreements, inspect properties for applicable building code standards.

Target Completion Date: March 31, 2024

HOME Rental Subsidy

Task: Establish Town's program policies and procedures and manage RFP process, selection of eligible developments, conduct underwriting and environmental reviews, execute loan agreements with affordability period and required deed restrictions, conduct annual affordability monitoring.

Target Completion Date: March 31, 2024

HOME Acquisition/Rehabilitation/New Construction Program CHDO

Task: Acquire vacant, deteriorated property for the express purpose of rehabilitation and resale to eligible first time homebuyer; Advertise, screen applicants, process for eligible assistance, inspect properties, prepare work write-ups, review bids, prepare contracts/agreements, inspect properties for applicable building code standards.

Target Completion Date: March 31, 2024

HOME Administration

Task: Maintain and submit timesheets for hours or expenses charged to HOME activities;

Target Completion Date: April 1, 2023-Dec 31, 2023; Jan 1, 2024-Mar 31, 2024.

EXHIBIT "C"
CERTIFICATE OF SELF-INSURANCE

Attachment: Cheek_Signed_Agreement_3.14.23 (RES-2023-371 : Subrecipient Agreement Between the Town of Amherst and the Town of



**Workers'
Compensation
Board**

Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or
Disability and Paid Family Leave Benefits Insurance Coverage

13.P.1.b

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required. Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

In the Application of (Legal Entity Name and Address): Town of Cheektowaga 3301 Broadway St Cheektowaga, NY 14227-1088 PHONE: 716-686-3457 FEIN: XXXXX2209	Business Applying For: Contract with Government Agency From: Town of Amherst
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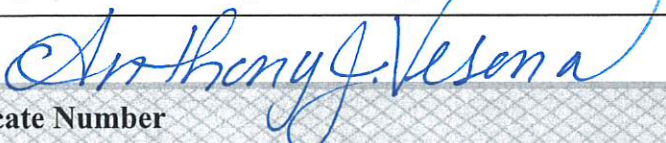
Workers' Compensation Exemption Statement:

The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.

Disability and Paid Family Leave Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:
The applicant is a political subdivision that is legally exempt from providing statutory disability and/or paid family leave benefits coverage.

I, Anthony J. Vesona, am the Secretary with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature: 	Date: <u>3-13-2023</u>	Received March 13, 2023 NYS Workers' Compensation Board
Exemption Certificate Number 2023-016782			


**Workers'
Compensation
Board**

KATHY HOCHUL
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

Office of the Secretary
Compliance With Workers' Compensation Law

I, Laura Inglis, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: Cheektowaga, Town of

WCB #: W811509

Tax ID #: 16-6002209

Qual Date: 3/30/1980

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law. (County, city, village, town, school district, fire district or other political subdivision)

The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Workers' Compensation Board this 3rd day of January 2023.

Laura Inglis
LAURA INGLIS
SECRETARY

Status Confirmed By

John Scott

1/3/2023

The Town of Cheektowaga



CHEEKTOWAGA TOWN HALL
3301 BROADWAY
CHEEKTOWAGA, NEW YORK 14227
(716) 686-3483
FAX (716) 686-3997

TOWN ATTORNEY

March 10, 2023

Town of Amherst
5583 Main Street
Amherst, New York 14221

RE: 2021 Subrecipient Agreement Between the Town of Amherst and the Town of Cheektowaga for the Use of HOME Funds

Dear Sir/Madam:

Be advised that, on March 24, 1980, the Town of Cheektowaga elected to self-insure and pay compensation benefits to its employees in accordance with the Workers Compensation law of the State of New York. A copy of the letter from the N.Y.S. Workers Compensation Board accepting the Town as a self-insured employer is attached. Payments for such benefits are guaranteed by the full faith and credit of the Town and will be paid out of the budgeted funds or from funded loss reserves or from Excess Workers compensation insurance. Please also find attached a copy of a Certificate of Attestation of Exemption with regard to disability benefits insurance coverage.

This notice will certify that the Town of Cheektowaga has elected to become a self-insurer for liabilities formerly covered by policies of Automobile, General, Police, Public Officials and Excess Umbrella Liability insurance. A copy of the Town Board resolutions effecting self-insurance are available upon request.

In lieu of a Certificate of Insurance, please accept this notice as evidence of the Town's intent to pay its legal obligations for meritorious Automobile, General, Police and other uninsured liability claims made against it and the **TOWN OF AMHERST, NEW YORK** to the extent provided in the Town's Agreement with you.

Payments for such claims are guaranteed by the full faith and credit of the Town or its districts, as applicable, and will be paid out of budgeted funds or from funded loss reserves or from the proceeds of bonds the Town is permitted to issue for the payment of claims. I trust the above will satisfy your insurance requirements. If you have any questions, please feel free to contact me at your convenience.

Very truly yours,

TOWN OF CHEEKTOWAGA
DEPARTMENT OF LAW

JOHN M. DUDZIAK
TOWN ATTORNEY

JMD/mas

Consultant Minor Exposure Addendum to Contract

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

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

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.

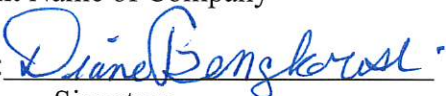
Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other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

Town of Cheektowaga
Print Name of Company

By: 
 Signature

Diane Benczkowski, Supervisor
Printed name

Date: _____

Agreed to and Accepted by:

Town of Amherst
Print Name of Company

By: _____
 Signature

Brian J. Kulpa, Supervisor
Printed Name

Date: _____


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Planning
 Initiated by: **Dan Howard**
 Co-Sponsored by:

DOC ID: 27334

RESOLUTION 2023-372
ADOPTED

To Authorize the Town Supervisor to Enter into a Subrecipient Agreement with the Town of Tonawanda for the Management of Activities Funded through the HOME Investment Partnership Program CRS #3925

WHEREAS, the Town acts as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium; and

WHEREAS, the U.S. Department of Housing and Urban Development requires that the Town execute annual Subrecipient Agreements with the other member towns to include a precise description of the allocation of responsibilities for managing projects utilizing HOME funds;

NOW, THEREFORE, BE IT RESOLVED, that subject to the satisfactory completion of the contract routing process, the Town Board of the Town of Amherst authorizes the Supervisor to enter into a Subrecipient Agreement with the Town of Tonawanda for the 2023-24 Community Development program year.

4/17/2023

Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no monetary consideration and will have no impact on the Town Budget or tax rate.

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



Town of Amherst Planning Department

Erie County, New York



13.P.2.a

Brian J. Kulp:
Supervisor

Daniel C. Howard,
Planning Direc

Daniel J. Ulatowski
Assistant Planning I

P
or

March 29, 2023

Agenda of April 17, 2023

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

Subject: Subrecipient Agreement with the Town of Tonawanda HOME Investment Partnership
Program for 2023-24 Program Year

Honorable Board Members:

The Town acts as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium in order for the three towns to qualify for direct funding under the HOME Investment Partnership (HOME) Program. In this capacity, the Town is responsible for administrative oversight in the management of the HOME grant.

The U.S. Department of Housing & Urban Development requires that the Town execute formal "Subrecipient Agreements" with each of the other towns in order to delegate responsibilities for the day-to-day management of the HOME program activities to the individual towns.

Attached for your consideration is a resolution authorizing the Town Supervisor to sign a Subrecipient Agreement with the Town of Tonawanda.

Sincerely,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\ACT CONSORTIUM\HOME Consortium Agreement\3town Subrecipient Agreement\2023-24\TB_Subrecipient_ltr_Tonawanda_2023.docx

Attachment: Signed_TB_letter_ton. (RES-2023-372 : Subrecipient Agreement Between the Town of Amherst and the Town of Tonawanda)

SUBRECIPIENT AGREEMENT
BETWEEN THE TOWN OF AMHERST AND THE TOWN OF TONAWANDA
FOR THE USE OF HOME FUNDS

THIS AGREEMENT, entered into as of the 13 day of March, 2023, between the Town of Amherst, a municipal corporation of the State of New York acting as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium, having an office located at 5583 Main Street, Williamsville, New York 14221, (hereinafter referred to as the "Consortium"), and the Town of Tonawanda, a municipal corporation of the State of New York, having an office located at 2919 Delaware Avenue, Kenmore, New York 14217 (hereinafter referred to as "the Subrecipient").

WITNESSETH

WHEREAS, the Consortium receives an Entitlement HOME Investment Partnership Grant (herein referred to as the Grant) from the Department of Housing and Urban Development (herein referred to as HUD) for use in the Towns of Amherst, Cheektowaga and Tonawanda; and,

WHEREAS, rules and regulations of HUD which govern the Grant require the lead community to contract with any other entities managing activities utilizing HOME funds; and,

WHEREAS, the Subrecipient has adequate capacity to administer housing and community development activities within its jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. **EXHIBITS INCORPORATED.**
The following exhibits are attached to this Agreement and made a part hereof.
 - a. Exhibit "A" - Subrecipient Responsibilities
 - b. Exhibit "B" - Budget & Schedule
 - c. Exhibit "C" - Certificate of Self-Insurance (Sub-recipient)
 - d. Contract Addendum
2. **Time of Performance:** The services of the Subrecipient shall begin April 1, 2023 and end March 31, 2024, or until any activities undertaken by the Subrecipient under this contract are reported in the HUD IDIS as completed.
3. **Compensation for Services:** The Consortium shall verify that it has HOME funds available to cover the anticipated costs associated with any project included in the Annual Plan submitted to the U.S. Department of Housing and Urban Development covering the use of HOME funds. This Subrecipient Agreement provides no monetary compensation to the Subrecipient for activities it undertakes to advance any HOME funded projects within its jurisdiction.
4. **Method of Payment:** All payments for HOME-funded activities within the Subrecipient's jurisdiction will be made to the Consortium's Community Housing Development Organization (CHDO), or New Opportunities Community Housing Development Corp. and will be covered under a separate contract with that agency by the Consortium.

5. Termination of Contract for Cause: If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the Consortium shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Subrecipient under this Agreement, shall, at the option of the Consortium, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
6. Termination for Convenience of Consortium: The Consortium may terminate this Agreement at any time by giving written notice to the Subrecipient of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in this Agreement, shall at the option of the Consortium, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
7. Remedies for Non-Compliance: If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the Consortium shall thereupon have the right to impose one or any combination of the following remedies for non-compliance: (1) Temporarily withholding cash payments pending correction of the deficiency; (2) Disallowing all or part of the cost of the activity or action not in compliance; (3) Wholly or partly suspending or terminating the current award; (4) Withholding further awards; and (5) Taking other remedies that may be legally available.
8. Equal Employment Opportunity: The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, national origin or because he or she is a disabled veteran or veteran of the Vietnam era. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, national origin or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities.

The Subrecipient agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause. The Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap, familial status, national origin or because he or she is a disabled veteran or veteran of the

Vietnam era. The Subrecipient will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Subrecipient shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Consortium may reasonably require for purposes of demonstrating compliance with this Section 8.

The Subrecipient agrees to comply with such rules, regulations, or guidelines as the Consortium may issue to implement these requirements.

9. Interest of Members: No officer, member, or employee of the Subrecipient, and no member of the governing body of the Consortium who exercises any functions or responsibilities in the review or approval of the undertaking of the Project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association (other than the Subrecipient) in which he is, directly or indirectly interested or has any personal or pecuniary interest, direct or indirect.
10. Assignability: The Subrecipient shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Consortium thereto: Provided however, that claims for money due or to become due to the Subrecipient from the Consortium under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Consortium.
11. Interest of the Subrecipient. The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.
12. Findings Confidential: Any reports, information, data, etc., given to or prepared or assembled by the Subrecipient under this Agreement which the Consortium requests to be kept confidential shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the Consortium, except as may be required by law or by order of a court or governmental agency with appropriate jurisdiction.
13. Officials Not to Benefit: No members of or Delegates to the Congress of the United States of America or Consortium officials or employees engaged in the administration of the Grant shall be admitted to any share in the Project or part thereof or to any benefit to arise here from.
14. Conflict of Interest: No person who is an employee, agent, consultant, officer or elected official or appointed official of the Consortium or the Subrecipient who exercises or have exercised any functions or responsibilities with respect to activities assisted with HOME or Community Development Block Grant (CDBG) funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME or CDBG-assisted

activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

15. Publication, Reproduction, and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Consortium shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.
16. Audits and Inspections: At any time during normal business hours and as often as the Consortium may deem necessary, there shall be made available to the Consortium for examination all of the Subrecipient's records with respect to all matters covered by this Agreement and the Subrecipient will permit the Consortium to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel conditions of employment and other data relating to all matters covered by this Agreement. The Consortium shall commission an audit of the HOME award to be performed either on an annual or fiscal year basis as is appropriate in accordance with 24 CFR parts 44 and 45, as applicable.
17. Refusal to Testify, Grounds for Cancellation, Disqualification: Upon refusal by the Subrecipient, or if the Subrecipient is a firm, partnership, or corporation, upon refusal of a person who is a member, partner, director, or officer of the Subrecipient when called before a Grand Jury to testify concerning any transaction or contract with the State, or any political subdivision, public authority, any public department, agency, or official thereof, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, the Subrecipient, and such other person, shall be disqualified after such refusal from selling to or submitting bids to or receiving awards from or entering into any contracts with the Consortium for goods, work or services for a period of five (5) years and this Agreement at the option of the Consortium may be cancelled or terminated without incurring any penalty or damages on account of such cancellation or termination, provided, however, that any monies owing hereunder for goods delivered or work done prior to such cancellation or termination shall be paid.
18. Program Income: Program income, if any, received by the Subrecipient will be returned to the Consortium. Proceeds from the sale of the houses shall be returned to the Consortium.
19. Reversion of Assets: Upon the expiration of the Agreement the Subrecipient agrees to transfer to the Consortium any HOME funds on hand at the time of expiration and any accounts receivable attributed to the use of HOME funds.
20. Private Contractors: The Subrecipient agrees that in the event it contracts with private contractors for any project or part of the project undertaken pursuant to this Agreement, it will observe the Laws of New York and Federal Government requirements as detailed in 24 CFR 92.504 and 92.505 of the HOME Regulations and applicable CDBG regulations regarding the letting of private contracts.

21. Federal and State Requirements: The Subrecipient agrees to abide by all present and future applicable New York State and Federal Government requirements in carrying out the activity described in Exhibit "A" attached hereto and made a part hereof. The Subrecipient will comply with federal Uniform Administrative Requirements referenced at 24 CFR 92.505, including OMB Circular A-122 and the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13-to-84.16, 84.21, 84.22, 84.26, 84.28, 84.30, 84.31, 84.34-to-84.37, 84.40-to-84.48, 84.51, 84.60-to-84.62, 84.72, and 84.73.
22. Other Federal Program Requirements: The Subrecipient will carry out the activity in compliance with all federal laws described in subpart F of 24 CFR part 92 and 24 CFR part 570, as applicable.
23. Affordability: Projects assisted with HOME funds must meet the affordability requirements of federal regulations at 24 CFR 92.254 and must require repayment of the funds if the project does not meet the affordability requirements for the time period specified in said regulations. Contracts of sale for any properties utilizing HOME funds to an income-eligible homebuyer must set forth the recapture requirements to be imposed on the subject property pursuant to 24 CFR 92.254(a)(5)(ii).
24. Property Standards. The subject property must meet the property standards set forth in 24 CFR 92.251 and the lead-based paint requirements of 92.355.
25. Requests for Disbursement of Funds: The Subrecipient may not request disbursement of any HOME funds under this Subrecipient Agreement.
26. Hold Harmless and Indemnification: To the fullest extent permitted by law, the Subrecipient shall defend, indemnify, and hold harmless the Consortium and its officers, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Subrecipient, any contractor or subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Consortium or any of their officers, agents or employees by an employee of the Subrecipient, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation acts, disability benefit acts or other employee benefit acts.

The Subrecipient agrees that in the event it contracts with private contractors for work which is funded in part or in whole pursuant to this Agreement, the Subrecipient must have an agreement from the private contractor or subcontractor to obtain contractual and General Liability insurance coverage insuring the Subrecipient and the Consortium.

Such insurance coverage shall be in full force and effect by the beginning date of any project work and continue in full force until the project work is complete, or until the release of the private contractor by the Subrecipient.

The Subrecipient has elected to become a self-insurer for liabilities formerly covered by policies of Automobile, General, Police, Public Officials and Excess Umbrella insurance. In lieu of a Certificate of Insurance, the Consortium will accept this self-insurance as evidence of the Subrecipient's intent to pay its legal obligations for meritorious Automobile, General, Police and other uninsured liability claims made against it and the Consortium to the extent provided in the Subrecipient's agreement with the Consortium. Payments for such claims are guaranteed by the full faith and credit of the Subrecipient or its districts, as applicable, and will be paid out of budgeted funds or from funded loss reserves or from the proceeds of bonds the Subrecipient is permitted to issue for the payment of claims.

The Subrecipient agrees to render to the Consortium Certificates of Self-Insurance within a maximum of ten (10) days after project work activity begins.

27. Records and Reports: The Subrecipient agrees to begin work within a reasonable time after execution of the Agreement. It further agrees to maintain complete records pertaining to carrying out the activities, including those pertaining to costs, marketing and applicants, income determination, contracts, compliance with federal requirements and regulations and other information required by the Consortium in order to assist the Consortium in meeting its record keeping requirements.
28. Appropriations under the Act: This Agreement shall be valid only to the extent that the Federal Government appropriates monies for the project under the HOME and CDBG Programs.

Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States Department of Housing and Urban Development in the amount stipulated in the 2023 Annual Action Plan as approved by the Amherst Town Board on February 13, 2023.

29. Amendment: This contract may be amended only by written instruments executed by the parties to this Agreement except that Exhibit "A" may be amended to add, delete and/or modify projects and project budgets within the amount of funding allocated for the Subrecipient's projects by notification in writing to the Consortium accompanied by a copy of a resolution approved by the Subrecipient' Board at a duly called meeting authorizing such additions, deletions and/or modifications. Such amendment shall be in conformity with applicable federal requirements.
30. Notice and Communication: Any notice, request or other communication required or permitted to be given hereunder shall be in writing and delivered personally or sent registered or certified mail, return receipt requested, to the recipient at the address designated for such party in the Agreement or to such other address as such recipient may have last designated by notice similarly given.

31. Obligations of the Subrecipient With Respect to Certain Third Party Relationships:
The Subrecipient shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. The Subrecipient shall, by contractual requirement, covenant, or other binding commitment, assure the compliance on the part of any contractor, subcontractor, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Consortium necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Consortium's and the Town of Amherst's assurances and certifications pursuant to the HOME and Community Development Block Grant Programs.
32. This Agreement shall be null and void in the event of, and on a proportionate basis to, the withdrawal of funds by HUD for the Project. This Agreement shall be executory only to the extent that funds are made available to the Consortium pursuant to the HOME Investment Partnership Act as applied for by the Consortium for purposes of this Agreement.
33. Anti-Lobbying: To the best of the jurisdiction's knowledge and belief:
1. No Federal appropriated funds have been paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
34. The Subrecipient will include the Section 3 Compliance in contracts funded with HOME or CDBG funds that require the Section 3 Compliance.

SECTION "3" COMPLIANCE

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which amended Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

- C. If Section 3 hiring is to be completed specifically for this contract the contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's hiring commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and locations of the person (s) taking applications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. Copies of such notices will be provided to the Town.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- F. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

TOWN OF TONAWANDA

By: Joseph H. Emminger, Supervisor, Town of Tonawanda

AMHERST HOME CONSORTIUM

By: Brian J. Kulpa, Supervisor, Town of Amherst

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 15th day of March, 2023, before me personally Joseph H. Emminger, to me known, who, being by me duly sworn, did depose and say that he/she resides in Tonawanda, New York, that he/she is the Town Supervisor of the Town of Tonawanda, the municipal corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board; that he/she signed his/her name thereto by like order.

Jeanne M. Stewart
Notary Public

JEANNE M. STEWART
No. 01ST6344073
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 06/27/2024

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this _____ day of _____, 2023, before me personally came Brian J. Kulpa, to me known, who, being by me duly sworn, did depose and say that he/she resides in Amherst, New York that he/she is the Town Supervisor for the Town of Amherst, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board; that he/she signed his/her name thereto by like order.

Notary Public

EXHIBIT "A"**Project Description & Subrecipient Responsibilities****All HOME-Funded Projects**

Subrecipient responsibilities:

- Enter appropriate project set-up and completion information in IDIS
- Maintain file documentation of required HUD procedures

Acquisition/New Construction/Rehabilitation Program

Acquisition of single-family home which is for sale on the open market or foreclosed using prior year program income and FY 2023 HOME funds. The home will be constructed on Town owned vacant land and sold to income-eligible first-time homebuyers.

Subrecipient responsibilities:

- The Town of Tonawanda enters into a separate Subrecipient Agreement with a developer or CHDO, for new construction or rehabilitation of a single-family home for first-time homebuyers in the Town of Tonawanda.
- advertise the program
- screen all Homebuyer applicants for eligibility
- provide suitable counseling for first time homebuyer applicants
- inspect properties for applicable building code standards
- ensure application of relevant HOME regulations
- oversee contracts and agreements
- provide and record liens and notes/mortgages

Town-wide-First-Time Homebuyer Program

Provision of closing cost assistance to income-eligible first-time homebuyers through 0% deferred loans;

Subrecipient responsibilities:

- advertise the program
- screen all applicants for eligibility
- provide suitable counseling for first time homebuyer applicants
- inspect properties for applicable building code standards
- ensure application of relevant HOME regulations

Town-wide Residential Rehabilitation-Single Unit Program

Provision of deferred-payment loans to income-eligible homeowners.
HOME program income will supplement FY 2023 HOME funds.

Subrecipient responsibilities:

- advertise the program
- screen all applicants for eligibility
- provide credit counseling where applicable for financially challenged applicants
- prepare work write-ups for work necessary to correct code violations
- inspect properties for applicable building code standards
- ensure application of relevant HOME regulations

Tonawanda HOME Rental Subsidy

Creation of a HOME Rental Subsidy Program to provide a long-term deferred 1% loan towards the construction of new affordable rental housing developments serving LMI seniors, disabled, special populations.

Subrecipient responsibilities:

- request new affordable rental development proposals
- review development proposals against funding criteria
- complete preliminary underwriting reviews
- issue notice to reserve funding to eligible proposals
- complete final underwriting reviews
- conduct NEPA Review
- issue loan commitment letter(s)
- ensure application of relevant HOME regulations
- prepare and oversee loan agreements, notes/mortgages, and deed restrictions
- authorize vouchers for payment
- conduct annual affordability monitoring review of HOME subsidized units
- Tonawanda HOME Administration

HOME funds allocated to the Administration of the HOME program in Tonawanda for staff hours charged to HOME activities will be available through 10% of the FY 2023 HOME Program Income returned from previous HOME activities.

Subrecipient responsibilities:

- maintain timesheets for staff hours charged to HOME activities
- submit timesheets with invoices for HOME administration charges

The Towns of Amherst, Cheektowaga and Tonawanda, as participants in the Amherst HOME Consortium, do certify that the FY 2023 HOME Investment Partnerships Grant funds will be fully committed to qualified HOME projects/activities within 24 months of the HUD award date as per HUD Regulation 24 CFR 92.500(d), which outlines the commitment, Community Housing Development Organization (CHDO) reservation and expenditure requirements for HOME Program funds.

Fifteen days prior to the HOME 24 month compliance deadline, any remaining uncommitted funds will be re-allocated to a viable HOME activity within the Consortium as determined by the Lead Town of the Consortium.

EXHIBIT "B"
BUDGET & SCHEDULE

BUDGET

- (A) **Acquisition-New Construction-Rehabilitation- First-Time Homebuyer Program:**
HOME funding for new construction of single-unit housing for purchasers in the first-time homebuyer program.
No reimbursement to be provided to subrecipient.
- (B) **Townwide – First-Time Homebuyer Program Existing Homes:**
HOME funding for closing costs assistance for purchasers of existing single-unit housing through the first-time homebuyer activity.
No reimbursement to be provided to subrecipient.
- (C) **Residential Rehabilitation – Single Unit:**
HOME funding for rehabilitation of owner-occupied single-unit housing.
No reimbursement to be provided to subrecipient.
- (D) **Tonawanda HOME Program Administration**
HOME funds allocated for staff hours charged to HOME activities
10% PI allocated to subrecipient
- (E) **Tonawanda HOME Rental Subsidy**
Creation of a HOME Rental Subsidy Program to provide a long-term deferred 1% loan towards the construction of new affordable rental housing developments serving LMI seniors, disabled, special populations.
No reimbursement to be provided to subrecipient.

SCHEDULE

Residential Rehabilitation – Single Unit:

Task:

- Screen applicants for program and income eligibility;
- Preparation of specifications, mitigate lead based paint, and inspect properties to ensure compliance with appropriate building codes.

Target Completion Date: March 31, 2024

First-Time Homebuyer Program:

Task: Screen applicants for program and income eligibility for closing costs assistance, ensure home is in compliance with appropriate building codes and no lead paint hazards present.

Target Completion Date: March 31, 2024

Tonawanda HOME Rental Subsidy**Task:**

- Creation of a HOME Rental Subsidy Program to provide a long-term deferred 1% loan towards the construction of new affordable rental housing developments serving LMI seniors, disabled, special populations.

Target Completion Date: March 31, 2024

Acquisition-New Construction-Rehabilitation-First-Time Homebuyer Program:**Task:**

- Acquire or secure property (if available) for the express purpose of new construction for resale to eligible first time homebuyer;
- Screen applicants for program and income eligibility;
- Preparation of specifications, mitigate lead based paint, and inspect properties to ensure compliance with appropriate building codes.

Target Completion Date: March 31, 2024

Tonawanda HOME Program Administration

Task: Maintain timesheets for staff hours charged to HOME activities.

Target Completion Date: April 1, 2023-Dec 31, 2023; Jan 1, 2024-March 31, 2024

X:\Community Development\New Structure\ACT CONSORTIUM\HOME Consortium Agreement\3town Subrecipient Agreement\2023-24\Subrecipient.Tona-2023.docx

EXHIBIT "C"
CERTIFICATE OF SELF-INSURANCE

Attachment: Ton. Signed Agreement-3.20.23 (RES-2023-372 : Subrecipient Agreement Between the Town of Amherst and the Town of



Office of the Clerk
Marguerite Greco

TOWN OF TONAWANDA

Self-Insurance Notice

This Notice will certify that, due to the unavailability or excessive cost of certain insurances as of September 15, 1985, the Town of Tonawanda has elected to become a self-insurer for liabilities formerly covered under policies of Automobile, Comprehensive General, Police Professional Liability and Workman's Compensation insurance.

In lieu of a Certificate of Insurance, please accept this Notice as evidence of the Town's intent to pay its legal obligations for meritorious Automobile, General, Police Professional Liability and Workman's Compensation claims made against it.

Payments for loss will be guaranteed by the full faith and credit of the Town or its districts, as applicable, and will be paid out of current budgeted funds or, if insufficient, from funded loss reserves or from the proceeds of Bonds which current laws permit the Town to issue to pay claims against it.



Marguerite Greco

Marguerite Greco, Town Clerk
Town of Tonawanda

January 1, 2023 Through December 31, 2023

Consultant Minor Exposure Addendum to Contract

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

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:

Town of Tonawanda
Print Name of Company

By: 
Signature

Joseph H. Emminger, Supervisor
Printed name

Date: 3-13-23

Agreed to and Accepted by:

Town of Amherst
Print Name of Company

By: _____
Signature

Brian J. Kulpa, Supervisor
Printed name

Date: _____


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Planning
 Initiated by: **Dan Howard**
 Co-Sponsored by:

DOC ID: 27375

RESOLUTION 2023-373
ADOPTED

Request to Travel to HUD Environmental Review Training in Syracuse, NY

Please approve the attendance of James Quinn to the HUD Part 58 In-Depth Environmental Review Training in Syracuse, New York from April 25-27, 2023. The cost is \$524.65. Attached is the travel request.

4/17/2023

Consent

FINANCIAL IMPACT:

Funding for this request is available under the HOME Administration budget line (N-20-54) for Community Development.

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 Ulatowski,
Assistant Planning Director

April 6, 2023

Agenda of April 17, 2023

Honorable Town Board
5583 Main Street
Williamsville, NY 14221

Subject: Request to travel to HUD Environmental Review Training in Syracuse, NY

Honorable Board Members:

Please approve the attendance of James Quinn to the HUD Part 58 In-Depth Environmental Review Training in Syracuse, New York from April 25-27, 2023. The cost is \$524.65. Attached is the travel request.

Funding for this request is available under the HOME Administration budget line (N-20-54) for Community Development.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

JQ/ac

X:\Community Development\New Structure\TRAINING and EDUCATION\Travel\TB_TravelRequest_Letter_4.17.23.docx

Attachment: travel request (RES-2023-373 : Travel Request for James Quinn)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ \$250 or LESS and under 75 miles

Department Head Approval ONLY Required

Revised 12/22/2021

☒ \$250 + or greater than 75 miles

Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
James Quinn		Planning	716-631-7104

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
April 25 2023	April 27 2023	Syracuse NY	HUD Environmental Review Training

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 290 @ \$0.585	\$169.65		
Tolls			
Parking 0			
Local Transportation (bus/taxi) 0			
Plane/Rail/Bus 0			
Lodging:			
2 # nights @ \$ 101.00	\$202.00		
Meals:			
IRS Per Diem Per Day: \$			
1st & Last Day of Travel @ 75%			
3 # Breakfasts @ \$ 14.00	\$42.00		
3 # Lunches @ \$ 16.00	\$48.00		
2 # Dinners @ \$ 29.00	\$58.00		
1 # Incidentals @ \$ 5.00	\$5.00		
Registration/Conference Fee 0			
Other			
Subtotal	\$524.65		N/A
Contingency - 10% of subtotal or \$200			N/A
TOTAL			

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

Attachment: travel request (RES-2023-373 : Travel Request for James Quinn)

HUD Part 58 In-Depth Environmental Review Training

COURSE OBJECTIVE AND OVERVIEW:

Three-day, mid-level, in-depth training for staff responsible for environmental reviews conducted under 24 CFR Part 58 for HUD-funded activities. The purpose of this course is to provide HUD grantees with a comprehensive understanding of how to demonstrate and document compliance with Part 58 and its related environmental laws. *** This training is free of charge. Space is limited. Registration is required. We ask that you register only if you can commit to participate in the full 3 days of the training program.**

WHEN: **Tues - Thurs, April 25 - 27, 2023**
9 AM – 4:30 PM each day

WHERE: **One Park Place**
300 S. State Street, Syracuse, NY

TO REGISTER: Please send Name, Agency, Job Title, Address, Phone Number and Email Address to Matthew.R.Juliana@hud.gov
Please Register by Monday, April 10, 2023.

WHO SHOULD ATTEND:

HUD entitlement communities and State CDBG Small Cities community staff responsible for the environmental process or involved with environmental reviews under 24 CFR Part 58 regulations. **This training is not recommended for personnel who do not, or will not, actively participate in the environmental review process.*

TRAINERS:

- HUD Region 2, Senior Environmental Staff

Questions? Please contact Mr. Juliana by email.

Space is accessible. Please advise HUD during registration of any needed accommodations.

Please feel free to share with environmental review colleagues on your team who might be interested in this training.

This training is sponsored by the U.S. Department of Housing & Urban Development. More information regarding HUD's Environmental Regulations can be found at: <https://www.hudexchange.info/programs/environmental-review/>

If you register for the course and find later that you are unable to attend, please contact Mr. Juliana immediately to cancel your registration. This will enable those that who are next on the waiting list to register for the course.



Tuesday, April 04, 2023

Dear James Quinn,

We are pleased to confirm your reservation at The Parkview Hotel and look forward to welcoming you in the future. Please review the following information for accuracy and contact us at (315) 701-2600 to correct or change information found in this confirmation letter.

Confirmation	Arrival	Departure	No of Nights	No of Guests
286395645	04-25-23	04-27-23	2	1/0

Room Type Requested	Nightly Rate
Parkview Non Smoking King	101.00 USD

The room rate quoted is per night for the number of guests stated. Any changes may affect the rate. Deposits for reservations that are cancelled, shortened or rescheduled are subject to forfeiture based on cancellation policy described above. The deposit that is charged at the time of booking is equal to the amount of the stay. Although we do not guarantee specific room numbers, every effort is made to accommodate your requests. As rooms are not available for occupancy until after 15:00, we recommend afternoon arrival. Check-out time is 12:00 and departure after 14:00 may be subject to a full night's room charge.

We look forward to seeing you at The Parkview Hotel. Visit our website www.theparkviewhotel.com for additional information or call our Reservations Department at (315) 701-2600.

Please know reservations must be cancelled 24 hours prior to the arrival date to avoid cancellation penalty of 1 night room and tax

Thank You,

Reservations Office

The Parkview Hotel | 713 East Genesee Street | Syracuse, NY 13210
 Reservations: (315)701-2600 | Telephone: (315)701-2600 | Fax: (315) 937-9290
 Email: frontdesk@theparkviewhotel.com
www.theparkviewhotel.com

Attachment: travel request (RES-2023-373 : Travel Request for James Quinn)



Department of Taxation and Finance

New York State and Local Sales and Use Tax

Exemption Certificate

Tax on occupancy of hotel or motel rooms

ST-129
(2/1)

This form may only be used by government employees of the United States, New York State, or political subdivisions of New York State.

Name of hotel or motel Parkview Hotel		Dates of occupancy From: April 25 To: April 27	
Address (number and street) 713 E Genesee St		City Syracuse	State NY
		ZIP code 13210	Country U.S.

Certification: I certify that I am an employee of the department, agency, or instrumentality of New York State, the United States government, or the political subdivision of New York State indicated below; that the charges for the occupancy of the above business on the dates listed have been or will be paid for by that governmental entity; and that these charges are incurred in the performance of my official duties as an employee of that governmental entity. I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document, and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that the vendor is a trustee for, and on account of, New York State and any locality with respect to any state or local sales or use tax the vendor is required to collect from me; that the vendor is required to collect such taxes from me unless I properly furnish this certificate to the vendor; and that the vendor must retain this certificate and make it available to the Tax Department upon request. I also understand that the Tax Department is authorized to investigate the validity of tax exemptions claimed and the accuracy of any information entered on this document.

Governmental entity (federal, state, or local) Town of Amherst		Agency, department, or division Planning Dept	
Employee name (print or type) James Quinn	Employee title Assistant Planner	Employee signature 	Date prepared 4-4-23

Instructions

Who may use this certificate

If you are an employee of an entity of New York State or the United States government and you are on official New York State or federal government business and staying in a hotel or motel, you may use this form to certify the exemption from paying state-administered New York State and local sales taxes (including the \$1.50 hotel unit fee in New York City).

New York State governmental entities include any of its agencies, instrumentalities, public corporations, or political subdivisions.

Agencies and instrumentalities include any authority, commission, or independent board created by an act of the New York State Legislature for a public purpose. Examples include:

- New York State Department of Taxation and Finance
- New York State Department of Education

Public corporations include municipal, district, or public benefit corporations chartered by the New York State Legislature for a public purpose or in accordance with an agreement or compact with another state. Examples include:

- Empire State Development Corporation
- New York State Canal Corporation
- Industrial Development Agencies and Authorities

Political subdivisions include counties, cities, towns, villages, and school districts.

The United States of America and its agencies and instrumentalities are also exempt from paying New York State sales tax. Examples include:

- United States Department of State
- Internal Revenue Service

Other states of the United States and their agencies and political subdivisions **do not** qualify for sales tax exemption. Examples include:

- the city of Boston
- the state of Vermont

To the government representative or employee renting the room

Complete all information requested on the form. Give the completed Form ST-129 to the operator of the hotel or motel upon check in or when you are checking out. You must also provide the operator with proper identification. Sign and date the exemption certificate. You may pay your bill with cash, a personal check or credit/debit card, or a government-issued voucher or credit card.

Note: If you stay at more than one location while on official business, you must complete an exemption certificate for each location. If you are in a group traveling on official business, each person must complete a separate exemption certificate and give it to the hotel or motel operator.

To the hotel or motel operator

Keep the completed Form ST-129 as evidence of exempt occupancy. New York State and federal government employees who are on official business and staying at your place of business. The certificate should be presented to you when the occupant checks in or upon checkout. The certificate must be presented no later than 90 days after the last day of the first period of occupancy. If you accept this certificate after 90 days, you have the burden of proving the occupancy was exempt. You must keep this certificate for at least three years after the later of:

- the due date of the last sales tax return to which this exemption certificate applies; or
- the date when you filed the return.

This exemption certificate is valid if the government employee is paying with one of the following:

- cash
- personal check or credit/debit card
- government-issued voucher or credit card

Do not accept this certificate unless the employee presenting it shows appropriate and satisfactory identification.

Note: New York State and the United States government are not subject to locally imposed and administered hotel occupancy taxes, also known as *local bed taxes*.

Substantial penalties will result from misuse of this certificate.



FY 2023 Per Diem Rates for Syracuse / Oswego, New York

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Syracuse / Oswego	Onondaga / Oswego	\$64	\$14	\$16	\$29	\$5	\$48.00



FY 2023 Per Diem Rates for Syracuse / Oswego, New York

Max lodging by month (excluding taxes.)

Primary Destination	County	2022 Oct	Nov	Dec	2023 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Syracuse / Oswego	Onondaga / Oswego	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Planning
 Initiated by: **Dan Howard**
 Co-Sponsored by:

DOC ID: 27399

RESOLUTION 2023-374
ADOPTED

Approval for Supervisor to Execute a Grant Agreement with NYS Homes and Community Renewal's Plus One Accessory Dwelling Unit Program CRS #4000

WHEREAS, the Town of Amherst requested financial assistance from the New York State Homes and Community Renewals Plus One Accessory Dwelling Unit (ADU) Program in order to create the Amherst ADU Pilot Program; and

WHEREAS, the Town of Amherst's proposal was successful and awarded \$2 Million dollars from the Plus One ADU Program; and

WHEREAS, the Town's Program proposal aims to generate additional housing opportunities through direct assistance to homeowners for the design, approval and construction of new and rehabilitated Accessory Dwelling Units in eligible zoning districts, including those units intended for aging parents and disabled adult children; and

WHEREAS, the Town of Amherst will act as Lead Agency and certifies that Belmont Housing Resources for WNY, Inc. (Belmont) will be our Not-for-Profit Partner to provide construction management services; now therefore be it

RESOLVED, that the Amherst Town Board hereby authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to execute a Grant Agreement and any essential documents with NYS Homes and Community Renewal's Plus One Accessory Dwelling Unit Program in order to implement the Amherst Accessory Dwelling Unit Pilot Program.

4/17/2023

Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no monetary consideration as a grant match is not required; and the submittal of the grant proposal 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
Ellen M. Kost, A
Assistant Planning Director

April 10, 2023

Agenda of April 17, 2023

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

Subject: Approval for Supervisor to Execute a Grant Agreement with NYS Homes and Community Renewal's Plus One Accessory Dwelling Unit Program.

Honorable Members:

The Planning Department was awarded a \$2 Million grant as part of NYS Homes and Community Renewals Plus One Accessory Dwelling Unit (ADU) Program. Together with Belmont Housing Resources for WNY (Belmont), the Town will establish the *Amherst ADU Pilot Program*. The Pilot Program will work with area homeowners (at or below 100% Area Median Income) wishing to create Accessory Dwelling Units, within eligible zoning districts.

The Program will generate additional housing opportunities through direct assistance to homeowners for the design, approval and construction of new and rehabilitated ADUs. The Program will also allow Amherst Planning Staff to better understand any corresponding issues with our zoning code, gauge resident preferences on ADUs, present real-life examples of ADUs that fit into neighborhood context, and form recommendations for code improvements.

At this time, the Planning Department is requesting approval for the Supervisor to execute the Grant Agreement required by NYS Homes and Community Renewal. The grant does not require a match.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Enc.

X:\Special_Projects\ADU Grant\Grant Agreement\TB Ltr for Grant Agreement Execution - 4.10.23.docx

SHARS ID: 20230050

NEW YORK
PLUS ONE ADU PROGRAM
GRANT AGREEMENT

This **AGREEMENT** is made effective as of, 3/20/2023, the Effective Date, and between the Housing Trust Fund Corporation ("Corporation"), a public benefit corporation created and existing as a subsidiary of the New York State Housing Finance Agency pursuant to Section 45-a of the New York Private Housing Finance Law (the "PHFL"), with an office at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York 12207, and Town of Amherst ("Recipient"), a not-for-profit corporation organized pursuant to the Not-For-Profit Corporation Law of the State of New York or a unit of local government, conducting the project in the Town of Amherst, having its principal place of business at 5583 Main Street, Williamsville, NY 14221.

WITNESSETH:

WHEREAS, pursuant to Chapter 54 of the laws of 2022 and the 2022-23 State fiscal year Housing Program (CCP) ("Housing Program"), the Corporation is authorized to enter into contracts to provide grants to qualified community based not-for-profit corporations and units of local government for the creation and upgrade of accessory dwelling units across the State under the Plus One Accessory Dwelling Unit program ("Plus One ADU"); and

WHEREAS, the Recipient has applied to the Corporation for Plus One ADU funds to administer a local Plus One ADU Program ("Program") as described in the Recipient's Plus One ADU Request for Proposals application ("Application"); and

WHEREAS, the Corporation has selected the Recipient to receive an award of Plus One ADU funds to be used for eligible costs to complete the Program ("Project Costs"), in consideration of, among other things, the Recipient undertaking to comply with all the terms and conditions of this Agreement, the Housing Program, and the Corporation's applicable rules, regulations, policies and procedures, as amended from time to time.

NOW, THEREFORE, in furtherance of the Program, and for the consideration herein provided, the parties do mutually covenant and agree as follows:

1. Scope of Work.

The Recipient shall: a) complete the Program in accordance with its Application, which is incorporated herein by this reference and summarized in Awarded Budget & Projected Accomplishments (attached as **Schedule A**), and its Administrative Plan (attached as **Schedule B**), as modified by the terms of this Agreement or any subsequent amendment approved in writing by the Corporation; and b) adhere to the Awarded Budget & Projected Accomplishments reflected in Schedule A. The Recipient represents that it has obtained the managerial and technical capability necessary to undertake and perform the Program activities described in Schedule A and Schedule B.

2. Term.

The period of performance for all activities assisted pursuant to this Agreement shall be twenty-four (24) months commencing on the Effective Date of this Agreement and ending on 03/20/2025, ("Term"), unless sooner terminated as provided for herein. The Term of this Agreement may be extended to cover any additional time period and at the sole discretion of the Corporation.

3. Project Costs.

The Corporation agrees to provide funding to the Recipient for Project Costs, as outlined in Schedule A. Any modification, amendment or rescission of Project Costs must be requested in writing and approved in writing by the Corporation. The Corporation reserves the right to reduce the Award: a) to conform to any revision to which the parties may agree in writing with respect to eligible projects; or b) if the actual costs for the approved activities are less than those budgeted for in Schedule A, subject to the availability of State funding. The Corporation shall have no obligation to make disbursements for items other than the eligible items set forth in Schedules A and B.

4. **Forms and Instructions.**

Forms and instructions required for the administration of the Program described in this Agreement, and attached schedules, are available online at the following website: <https://hcr.ny.gov/plus-one-adu-program>

5. **Environmental Review.**

Projects must comply with the provisions of the State Environmental Quality Review Act (SEQRA), State Historic Preservation Act (SHPA), New York State floodplain regulations at 6 NYCRR 502, New York State Coastal Zone regulations at 19 NYCRR 600, New York State Agriculture and Markets Law Section 305(4), as well as federal and state lead-based paint and asbestos containing materials laws and regulations. Acquisition and rehabilitation replacement or reconstruction of a structure or facility, in kind, on the same site is identified in the State Environmental Quality Review Act as “Type II SEQR Actions.” The Corporation’s Environmental Analysis Unit will make the final decision as to whether a project qualifies as a Type II SEQR Action.

For sites that are not known at the time of Recipient’s application to the Program, once individual sites and scopes of work are known, a site-specific Environmental Site Certification (as provided in Program List of Documents on the website) must be completed for each site, prior to requisitioning of funds. The Environmental Site Certifications must remain on file with the Recipient, unless otherwise requested by the Corporation. Submittal of the site-specific Environmental Site Certification to the Corporation’s Environmental Assessment Unit (EAU) must occur when a listed condition (as identified on the Environmental Site Certification) exists; and, prior to any site work. At any point, the Corporation may request copies of the Environmental Site Certifications for review/audit purposes.

6. **Equal Opportunity Requirements and Procedures.**

Recipient is required to comply with Articles 15-A and 17-B of the New York State Executive Law. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBs”) and Service-Disabled Veteran-Owned Businesses (“SDVOBs”). Recipient’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements.

The Recipient will promote and assist the participation of certified M/WBEs and SDVOBs as outlined and in accordance with Participation by Minority Group Members, Women and Service-Disabled Veterans with Respect to State Contracts Requirements and Procedures attached as **Schedule C**.

7. **Wage and Hour Provisions.**

If the Program includes public work contracts covered by Article 8 of the New York Labor Law or a building service contract covered by Article 9 thereof, neither contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, a contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, the contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the Corporation of any approved sums due and owing for completed work.

8. **Regulatory Period.**

The Recipient, for a period of ten (10) years from the date of a completed accessory dwelling unit’s final inspection and the submission of a Certificate of Occupancy or Certificate of Completion and approval thereof (“Regulatory Period”) shall take all necessary steps to ensure that owners of the accessory dwelling units improved under the Program (“Assisted Property”) maintain the Assisted Property in good condition

The Recipient shall take all necessary steps to ensure that the Assisted Property is maintained in good condition and repair and is occupied by a year-round or long-term tenant for the duration of the Regulatory Period. Short-term rentals including vacation and seasonal rentals, are not permitted and would constitute a violation of the regulatory terms. Owners of Assisted Properties are not obligated to collect rent from the occupant of the accessory dwelling unit (“ADU”) on the Assisted Property if the occupant is a family-member or for other reasons at their discretion. Owners of Assisted Property that becomes vacant during the Regulatory Period must make good faith efforts to market the Assisted Property

to potential long-term tenants.

If an Owner of an Assisted Property sells or otherwise conveys the Assisted Property during the Regulatory Period, the Assisted Property must either be sold or otherwise conveyed to an individual(s) with an adjusted household income of no more than 100% of area median income or the grant funds provided under the Program will be subject to repayment in accordance with a simple declining balance based on the ten year regulatory term, and as detailed in a Restrictive Covenant. In the event that the Assisted Property is sold or otherwise conveyed in accordance with these terms and those of the Restrictive Covenant, the new Owner of the Assisted Property must execute an Affirmation assuming the regulatory requirements and responsibilities found herein and found in the Restrictive Covenant. Failure to execute such Affirmation may result in a recapture of Program funds in accordance with a simple declining balance based on the ten-year regulatory term.

The Recipient shall require every owner of an Assisted Property ("Eligible Owner") to execute a Restrictive Covenant in the form provided by the Corporation, which shall be recorded in the County Clerk's Office for the county in which the Assisted Property is located. The Recipient agrees to operate, monitor, and regulate the Program in accordance with the terms of this Agreement, throughout the Regulatory Period. This provision shall survive the termination or expiration of this Agreement.

9. Reports.

During the Term and the Regulatory Period, the Recipient shall, at such times and in such form as the Corporation may require, furnish the Corporation with periodic reports pertaining to the Program, and the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement. Recipient shall provide an annual progress report, in a format decided by the Corporation, one year from the Effective Date of this contract and at the Contract End Date.

10. Records.

The Recipient shall keep and maintain complete and accurate books, records, and other documents as shall be required under applicable State and Federal rules and regulations, and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of the Award and administration of the Program. All such books, records and other documents shall be available for inspection, copying, and audit during the Term and for twelve (12) years following the final disbursement of the Award by any duly authorized representative of the State or Federal Government.

11. Performance Review.

The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose among other things, of ascertaining the quality and quantity of the Recipient's Program activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient. Such reviews may be conducted without prior notice.

12. Notice of Investigation or Default.

The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: a) the commencement of any investigation or audit of its activities by any governmental agency; or b) the alleged default by the Recipient under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the Program; or c) the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's Application. Upon receipt of such notification, the Corporation may, in its discretion withhold or suspend payment of some or all of the Award for a reasonable period of time while it conducts a review of the Program activities and expenditures.

13. Conflict of Interest.

The Recipient must have a formal, written Conflict of Interest policy. At a minimum, the policy should outline which parties are covered and what measures will be taken to allow eligible parties access to program benefits while avoiding actual and perceived conflicts of interest. The Recipient must ensure that its Conflict of Interest policy is aligned with the Plus One ADU Conflict of Interest Policy (available on website <https://hcr.ny.gov/plus-one-adu-program>) and the policies and procedures of the Corporation.

14. Supporting Documentation.

All expenditures made from the Award pursuant to this Agreement shall be supported by written contracts, billings, bank documents, and any other documentation as required by the Corporation. The Corporation may request or review the documentation at any time during the Term or Regulatory Period to establish that the Award has been used in accordance with the terms of this Agreement and the policies and procedures of the Corporation.

15. Disbursement.

The Recipient shall request disbursement of funds under this Agreement only for the reimbursement of eligible Project Costs or payment of incurred Project Costs. The Corporation shall have no obligation to make disbursements for items other than eligible Project Costs, as defined in Schedule A and Schedule B. In-kind services and cash payments are not eligible Project Costs. Construction occurring prior to Corporation's issuance of a notice to proceed are not eligible Project Costs. The Recipient shall follow the disbursement procedure outlined in the Disbursement Procedures (available on website <https://hcr.ny.gov/plus-one-adu-program>).

16. Representations and Warranties.

The Recipient represents and warrants to the Corporation that:

- (a) It is, as of the date hereof, and has been for at least one (1) year prior to the execution of this Agreement, duly organized, validly existing and in good standing under the Not-for-Profit Corporation Law of the State of New York and is authorized to enter into this Agreement and the transactions contemplated hereby; or it is, as of the date hereof, a unit of local government duly organized and validly existing under the laws of the State of New York and is authorized to enter into this Agreement and the transaction contemplated hereby.
- (b) If applicable, it has secured commitments for any such additional funds sufficient to complete the Program.
- (c) There is no pending or threatened litigation that might affect the Recipient's ability to comply with this Agreement or complete the Program.
- (d) The transactions contemplated hereby do not violate any applicable law or the certificate of incorporation, charter, by-laws or any other legal instrument affecting the Recipient.
- (e) The Program, to the extent necessary, has been approved by all governmental authorities which have jurisdiction over the Recipient, the Program or any construction performed in connection therewith.
- (f) All construction, if any, heretofore performed in connection with the Program has been performed within the perimeter of the target area, identified in the Application, and in accordance with all laws, ordinances, rules, orders, regulations and requirements of any governmental authority having jurisdiction over the Recipient, the Program or any construction performed in connection therewith (any of the foregoing a "Requirement," collectively "Requirements"), and with any restrictive covenants applicable to the Assisted Property, and the intended use of the Assisted Property complies with all applicable zoning ordinances, regulations and restrictive covenants.
- (g) Any other information contained herein or heretofore provided to the Corporation by the Recipient is true and correct in all respects, and accurately represent the condition of the Program and of the Recipient as of the respective dates thereof, no materially adverse change has occurred in the condition of the Program or the financial conditions of the Recipient since the respective dates thereof, and the Recipient has neither received, nor made application for nor received commitments for, any additional grants or loans, other than those specified in Schedule A.
- (h) There is no default on the part of the Recipient under this Agreement or under any other instrument executed in connection with the Program or with any other program funded by New York State Homes and Community Renewal or the Corporation, and no event has occurred and is continuing which notice or the passage of time would constitute an event of default thereunder.
- (i) This Agreement and all other instruments executed in connection with the Program will be, upon execution thereof, legal, valid and binding instruments enforceable against the Recipient in accordance with its terms.

17. Covenants of the Recipient.

The Recipient covenants as follows:

- (a) It will comply promptly with any requirement and furnish the Corporation, upon request, with official

searches made by any governmental authority.

- (b) It will cause all conditions hereof to be satisfied in a timely manner and will comply with all Program requirements and guidelines, as well as any applicable State and Federal laws and regulations, as amended.
- (c) It will, upon demand, correct any defect in the Program or any departure from Schedule A not approved in writing. The disbursement of any Award funds shall not constitute a waiver of the Corporation's rights to require compliance or the Corporation's right to recapture any funds disbursed inadvertently for ineligible expenditures.
- (d) It will place at any construction site a sign, the form of which shall have been approved by the Corporation, identifying the participation of the Governor of the State of New York and the Corporation in the financing of the Project, which sign shall be of a size and in a location so as to be visible from outside the construction site.
- (e) It will execute all such instruments and documents that the Corporation may require for the purpose of effectuating the provisions of this Agreement.

18. Insurance.

During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient shall provide the Corporation with an insurance certificate for comprehensive general liability coverage in a minimum amount of \$1,000,000 dollars naming the Corporation and the State of New York as additional insureds, together with certificates for automobile insurance (if applicable), fire insurance, workers' compensation and disability benefits.

The Recipient must maintain a blanket position fidelity bond in an amount not less than the largest anticipated disbursement to be made under the Program with the Corporation as loss payee. All certificates shall be with a New York State licensed carrier of insurance. Within two (2) business days of having received any notice of non-renewal, cancellation, termination, or rescindment for any type of insurance required herein, the Recipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Recipient may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Recipient has received the Corporation's written consent thereto.

19. Contract Supervision.

It is agreed that the services to be performed under this Agreement shall be subject to the overall administration supervision and direction of the Corporation and that the Corporation may periodically call meetings which shall be attended by Recipient.

20. Required Cooperation.

The Recipient agrees to cooperate with the Corporation for all the purposes of this Agreement to assure the expeditious and satisfactory completion of the Program. The Recipient also agrees to complete promptly all forms and reports as may from time to time be required by the Corporation and/or the State of New York in the proper administration and performance of said services. The Recipient further agrees that the Corporation may modify this Agreement as may be deemed necessary by the Corporation, to best make use of the Corporation's funding sources available for this Program.

21. Default.

- (a) If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of the Award shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- (b) The following shall constitute an Event of Default hereunder:
 - (i) if the Recipient fails, in the reasonable opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the Plus One ADU policies and procedures established by the Corporation;
 - (ii) if at any time any representation or warranty made by the Recipient shall be incorrect or materially misleading;

- (iii) if the Recipient has failed to commence the Program in a timely fashion or has failed to complete the Program within the Term as set forth in Section 2.
- (c) Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity:
 - (i) Terminate this Agreement, provided that the Recipient is given at least thirty (30) calendar days prior written notice.
 - (ii) Commence a legal or equitable action to enforce performance of this Agreement.
 - (iii) Withhold or suspend payment of the Award.
 - (iv) Exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of the Award expended or used in an unauthorized manner or for an unauthorized purpose.
- (d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Program, unless the Recipient obtains the prior written consent of the Corporation to the contrary, any unspent Award held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Award, the expenditure or use of the Award in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover the Award that is unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

22. **Indemnification.**

To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Program. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law shall be immediately upon reasonable notice due and payable by the Recipient to the Corporation.

23. **Non-liability.**

Nothing in this Agreement or arising out of the development or operation of the Program shall impose any liability or duty whatsoever on the Corporation, the State of New York or any of its agencies or subdivisions.

24. **Duty of Care.**

Recipient agrees to exercise the same degree of care to protect the interests of the Corporation as Recipient uses for the protection of its own investments of a similar type.

25. **Subcontracts.**

The Recipient shall:

- (a) require any participating Subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations;
- (b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations;
- (c) require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work;
- (d) remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Program.

26. No Commitment Beyond Term.

The Recipient shall not enter into any contract, lease, loan or other agreement, the terms or effect of which shall commit the use of the Award received pursuant to this Agreement for a use not authorized by the terms of this Agreement or for a period prior to commencement of the Term or subsequent to the termination of this Agreement, unless the Recipient obtains the prior written consent of the Corporation.

27. Assignment.

The Recipient may not assign any right granted to it under this Agreement or delegate any obligation imposed on the Recipient herein without the prior written consent of the Corporation, and any purported assignment or delegation without the Corporation's prior written consent shall be void. No such assignment or delegation consented to by the Corporation shall be effective until the proposed assignee or delegatee ("Assignee"), as the case may be, shall execute, acknowledge and deliver to the Corporation an agreement pursuant to which the Assignee shall assume the obligations imposed on the Recipient by this Agreement. This Agreement shall inure to the benefit of the successors and permitted assigns of the parties hereto.

28. Severability.

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

29. Property Release.

To permit the Corporation to publish photographs of Assisted Property for promotional or public relation purposes, the Recipient agrees to obtain a written consent, in the form provided by the Corporation, from each owner of an Assisted Property, which it will provide to the Corporation upon request.

30. Notice.

All notices or other communications with respect to the subject matter of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or sent by certified mail, return receipt requested, to the parties at the addresses first set out herein, or at such other address of which the receiving party shall have notified the sending party, except that notice of such change or address shall be deemed to have been given when it is received.

31. Miscellaneous.

- (a) No action shall lie or be maintained against the State of New York or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection herewith, unless such action shall be commenced within six (6) months after the termination of this Agreement, or one (1) year from the accrual of the cause of action, whichever is earlier.
- (b) If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the fullest extent permitted by law.
- (c) Any action to be taken or consents to be given by the Corporation hereunder may be taken or given by a representative or agent designated by the Corporation for such purpose. All consents and approvals to be given by the Corporation hereunder must be in writing.
- (d) The captions and headings of the various sections herein are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such sections.
- (e) This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to the Program.
- (f) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York.
- (g) This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

32. **Standard Clauses for Housing Trust Fund Corporation Contracts.**

- (a) Contracting with Business Conducting Business in Russia. In accordance with New York State Executive Order No. 16 (“EO 16”), by signing this Agreement, the Recipient certifies and affirms that it
- (i) does not conduct business operations in Russia within the meaning of EO 16; (ii) does conduct business operations in Russia within the meaning of EO 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia; and/or (iii) does conduct business operations in Russia within the meaning of EO 16 but only to the extent necessary to provide health and safety services within Russia or to comply with Federal law, regulations, executive orders, or directives. A copy of EO 16 may be downloaded at: https://www.governor.ny.gov/sites/default/files/2022-03/EO_16.pdf.
- (b) Iran Divestment Act. By entering into this Agreement, Recipient certifies in accordance with State Finance Law §165-a that it is not on the list of “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited EntitiesList”) posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>.

Recipient further certifies that it will not utilize on this Agreement any subcontractor that is identified on the Prohibited Entities List. Recipient agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Agreement is renewed or extended. Recipient also agrees that any proposed Assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Corporation.

During the term of the Agreement, should the Corporation receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Corporation will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Corporation shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Recipient in default.

The Corporation reserves the right to reject any bid, request for assignment, renewal, or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal, or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

- (c) Affordable Care Act. By entering into this Agreement, Recipient acknowledges that it is the sole responsibility of the Recipient to provide and maintain all Affordable Care Act (“ACA”) requirements/benefits. The ACA mandates employers with 50 or more full-time equivalents to offer coverage to full-time employees and their dependents or pay taxes if an employee obtains Exchange coverage and a premium tax credit. (Exchange coverage allows you to use the State’s insurance exchange marketplace to obtain coverage from competing private health care providers.) Employees of the Recipient providing services to the Corporation are employees of the Recipient and are not employed by the Corporation nor the State of New York.

33. **Schedules.**

The following schedules are hereby incorporated into this Agreement and the Recipient, shall adhere to the provisions contained therein.

- Schedule A - Awarded Budget & Projected Accomplishments
- Schedule B - Administrative Plan
- Schedule C - Participation by Minority Group Members, Women and Service-Disabled Veterans with Respect to State Contracts: Requirements and Procedures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

Housing Trust Fund Corporation

By: _____
Dina Levy
Sr. Vice President

Town of Amherst

By: _____
Brian J. Kulpa,
Amherst Town
Supervisor

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the _____ day of _____, in the year _____, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the _____ day of _____, in the year _____, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

This contract has been approved by the Housing Trust Fund Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

Schedule A

Awarded Budget and Projected Accomplishments
Town of Amherst

1. Awarded Budget.

1. The Recipient shall complete this project budget prior to execution of this Agreement.

Plus One ADU Approved Program Budget	
Pre-Development	\$ 200,000
Construction Scope	\$ 1,600,000
Project Delivery (not to exceed 10%)	\$ 200,000
Total Budget per Property	\$125,000
x properties	16
Total Plus One ADU Budget	\$2,000,000.00

2. The Recipient may revise this budget without having to amend this Agreement by emailing the revised budget to the Corporation staff. Requests to increase the Award require Corporation approval and any increase greater than 10% will require a contract amendment and Corporation Board approval.

2. Projected Accomplishments.

Program Term Milestones	Projected Accomplishments
0-6 months	• Finalize program documents and policies. • Receive approval on programmatic environmental review. • Launch marketing and outreach campaign. • Identify a minimum of twenty-five percent (25%) of potential project participants, including complete applications and eligibility determinations.
6-12 months	• Identify all potential project participants, including complete applications and eligibility determinations. • Commence pre-development on a minimum of fifty percent (50%) of identified properties.
12-18 months	• Complete pre-development on all identified properties. • Commence construction on a minimum of twenty-five (25%) of identified properties ("Assisted Properties").
18-24 months	• Complete construction on all Assisted Properties. • Complete project close-out and compliance satisfaction.

If these milestones are not met, the Corporation staff may work with the Recipient on corrective actions, opportunities for improvement and/or revision of project budget and scope.

Schedule B
Administrative Plan
 Town of Amherst
 Plus One ADU Program

1. Program Development

a. Marketing the Program

- The Recipient shall conduct outreach in the awarded target area to make all property owners aware of the availability of financial assistance through the New York Plus One ADU Program (Plus One ADU) program.
- The Recipient shall develop and distribute informational materials to market program availability and explain program requirements. These will be distributed to property owners in the target area and made available for distribution to local governments, libraries, chambers of commerce, business associations, and other local partners.
- Instructions on how to apply for assistance and required forms will be available at the offices of the Recipient and other local partners.
- Public informational meetings will be held at one or more locations within the community to present information and answer questions.
- The Recipient must retain distribution lists, public notices and other documentation of marketing and outreach efforts in program files.

b. Project Selection

- The Recipient must develop and formalize project selection criteria and a clear project selection process. This process must be used consistently throughout the term of the Plus One ADU Grant Agreement.
- The Recipient must identify a Project Selection Committee to implement the project selection process and generate funding decisions.
- Project selection criteria must afford priority to:
 - Projects that assist low- or middle-income property owners, who otherwise would not qualify for construction financing through financial institutions or who don't have enough savings to pay for the construction or preservation of an ADU absent Plus One ADU grant funding.
 - Projects where required building permits would be approved by the local authorities without a lengthy and/or onerous zoning variance approval process.
 - Projects eligible for a real estate tax exemption.
 - Projects that would result in an ADU affordable to local low-income renters.
 - Projects that are located near public transportation.
- The Recipient should develop local project selection criteria to supplement the priority project selection criteria identified here. These review criteria should be developed to prioritize projects that meet the goals and accomplishments proposed by the Recipient at the time of application.
- The Recipient will advise applicants on the disposition of an application within 30 business days of the submission of a complete application.
- The Recipient must retain clear documentation of each project selection committee decision in the program files. This must include an eligibility determination for each application reviewed, and a justification for each project selection decision. This documentation should include project review or scoring memos, Project Selection Committee meeting minutes, board approval of projects or other related correspondence.

2. Project Development

a. Design Standards

The Recipient will develop design guidelines for ADUs by researching allowable ADU design based on local zoning. If the municipality in which the project is located does not already require participating renovation projects to undergo an architectural or design review process, the Recipient will enforce the standards throughout the development process.

b. Work Write-up/Scope of Work

Once a project application has been selected for assistance, the Recipient will meet with the property owner to

develop a scope of work and an initial estimate of costs. The Recipient will explain program requirements related to design, environmental hazards, energy efficiency and other required work scope items.

A formal written scope of work is a Plus One ADU program requirement. The scope of work for participating projects must address:

- Immediate health and safety concerns;
- The correction of existing code violations;
- Environmental hazards as described in the program environmental compliance checklist;
- Installation of energy conservation measures;
- Accessibility for persons with disabilities;
- Consistency with any other local program design guidelines; and
- Preservation of historical elements of the building.

The Recipient is responsible for coordinating work write-ups with local code officials and other relevant regulators. If needed, additional experts must be consulted. Both the Recipient and the property owner must sign-off on the formal scope of work before bids for the work are sought.

c. Contractor Selection

The Recipient may either (1) provide a list of contractors able to perform work, in compliance with applicable standards, to the property owner for them to make a selection or (2) with the property owner's consent, contract directly with contractors able to perform the work. In both cases, a Tri-Party Contractor Agreement shall be executed by the Recipient, contractor, and property owner each as named parties.

All contractors must supply references and proof of proper insurance. Proof of insurance must include general liability coverage in a minimum amount of \$500,000 dollars and workers' compensation. The contractor shall also bear the risk of loss for all tools, equipment, and materials not yet installed into the owner's property. The Recipient, State of New York, **and** the Housing Trust Fund Corporation must be listed as additional insured.

The contractor selection process must be free of collusion or intimidation, and the Recipient must exercise appropriate oversight over the entire process to ensure that it is fair, efficient and free of actual and perceived conflicts of interest. A clear, written, scope of work for the project, as outlined in Work Write-up/Scope of Work above, must be the basis for the bids or proposals. All bidders must have equal access to relevant information, including information on the property itself.

Perceived or actual conflicts of interest may arise when certain individuals have access to inside information regarding the award of a contract or property assistance. A contractor cannot receive Plus One ADU funds for work done on property that he or she owns, or a property that is owned by an immediate family member. Prior to commencing a project where there is a possible conflict of interest, the Recipient must disclose the potential conflict to the Corporation for review and request a waiver of the conflict if necessary, in accordance with the Plus One ADU Conflict of Interest Policy.

3. Contracting Procedures

The Recipient will enter into a grant agreement with the property owner to provide the program financial assistance for the creation or preservation of an ADU. The grant agreement will outline the roles and responsibilities for both the Recipient and the participating property owner.

At a minimum, the contract must specify:

- Agreed upon scope of work;
- Projected amount of financial assistance awarded;
- Estimated project timeline;
- Minimum insurance requirements and the requirement to obtain flood insurance coverage if the premises is located in a special flood hazard area.
- Requirement to execute the Plus One ADU Restrictive Covenant form for recording by the Recipient;

- Requirement to sign the Plus One ADU Property Release form permitting the Corporation to use photographs of the assisted properties;
- Requirement to engage a contractor and begin construction within 30 days of Recipient approval;
- Recipient has the right to inspect work at any time;
- Recipient may terminate the award and cancel the grant agreement should the work be inconsistent with the program rules outlined, agreed upon scope of work or project design, stated timeline, or if insurance is not maintained by the property owner or participating contractor;
- Property owner will cooperate with the Recipient's requirement to monitor the ongoing maintenance of the property for the ten-year regulatory term.

4. Construction Management/Quality Control

d. Construction Monitoring

The Recipient retains the right to inspect work in progress at any point. The Recipient must perform periodic inspections of renovation activities to monitor adherence with program rules, environmental hazard compliance, and general project progress. These visits must be documented in the Recipient's project files.

e. Final Inspection

A final inspection and submission of a Certificate of Occupancy or Certificate of Completion by the Recipient to the Corporation is required before submitting a final payment request. The Recipient, property owner, contractor, and other relevant professionals must verify that the work was completed properly and is consistent with the contracted scope of work. A final inspection report must be documented in the Recipient's project files and submitted with the request for reimbursement.

5. Financial Management

f. Staff

The Recipient's chief financial officer will be responsible for all financial transactions under this agreement. The Recipient must have a written policy on internal controls and must use this policy to determine the process for review and approval of requests for disbursement of Plus One ADU funds. The Authorized Signature Form must be completed to designate the representative(s) authorized to sign disbursement requests and must reflect the Recipient's written policy on internal controls.

g. Construction Financing

The Plus One ADU program operates as a cost incurred and reimbursement program and payment will be made only upon submission of invoices substantiating the need for payment of eligible soft, hard, or administration costs. The Recipient may submit a request to the Corporation for disbursements following the Corporation's Plus One ADU Program Disbursement Procedures as outlined in the List of Documents found on the program website.

6. Ongoing Maintenance and Obligations of Property Owner

h. Maintenance

Property owners are required to maintain properties assisted with Plus One ADU funds in good condition and repair for a period of ten (10) years from the date of project completion and final inspection (the "Regulatory Period"). This requires that any assisted improvements be maintained in a manner that is consistent with the goals of the Plus One ADU program for the Regulatory Period. The Recipient will require each property owner receiving Plus One ADU funds to execute a Restrictive Covenant, in a form to be provided by the Corporation, and to be recorded by the Recipient in the county in which the assisted property is located. In the Restrictive Covenant, the property owner will declare that he/she has received assistance from the Plus One ADU program and will maintain the property in good condition and repair and in a manner consistent with the program objectives for a minimum of ten years. In the event of non-compliance, the amount of grant funds will be subject to repayment in accordance with a simple annual declining balance, based on the ten-year Regulatory Period.

i. Year-Round Occupancy

The accessory dwelling unit assisted with Plus One ADU funds must be occupied by a permanent tenant for a period of ten years following the date of project completion and final inspection. The Recipient is required to certify that the unit is in compliance with the permanent occupancy requirement. The use of the accessory dwelling unit assisted with Plus One ADU funds as a short-term rental, including as a seasonal or vacation rental, would constitute non-compliance and the amount of grant funds would be subject to repayment in accordance with a simple annual declining balance based on the ten-year regulatory period. If the accessory dwelling unit that was assisted with Plus One ADU funds becomes vacant during the Regulatory Period the owner must make good faith efforts to market the accessory dwelling unit to potential permanent tenants.

j. Sale of Property

If the accessory dwelling unit that was assisted with Plus One ADU funds is sold or otherwise conveyed to an individual(s) with an adjusted income that is greater than 100% of the area median income, the grant funds shall be subject to repayment in accordance with a simple annual declining balance based on the ten-year regulatory term. In the event that the Assisted Property is sold or otherwise conveyed to an individual(s) with an adjusted gross income that is less than 100% of the area median income and in accordance with the terms of this Agreement and those of the Restrictive Covenant, the new Owner of the Assisted Property must execute an Affirmation assuming the regulatory requirements and responsibilities found herein and found in the Restrictive Covenant. Failure to execute such Affirmation may result in a recapture of Program funds in accordance with a simple declining balance based on the ten-year regulatory term.

k. Insurance

Property owners are required to maintain insurance on the property for all risks of property damage and loss by fire and other casualties, with extended coverage, and shall also procure coverage for all work in process under this contract. Insurance shall be for an amount sufficient to cover the full replacement costs associated with the accessory dwelling unit improved with Plus One ADU funds.

Schedule C

Participation by Minority Group Members, Women and Service-Disabled Veterans
Requirements and Procedures
Town of Amherst

**MINORITY AND WOMEN-OWNED
BUSINESS UTILIZATION AND
SERVICE-DISABLED VETERAN-OWNED
BUSINESS AGREEMENT**

This **MINORITY AND WOMEN-OWNED BUSINESS UTILIZATION AND SERVICE-DISABLED VETERAN-OWNED BUSINESS AGREEMENT** (the “Agreement”) is entered into as of March 20, 2023, between the Town of Amherst (referred to as the “Recipient”), having principal place of business at 5583 Main Street, Williamsville, NY 14221, and the Housing Trust Fund Corporation (“Agency”), a public benefit corporation having its principal place of business at 38-40 State Street, Albany, NY 12207.

W I T N E S S E T H:

WHEREAS, the Recipient has applied to the Agency to participate and coordinate the implementation and administration on the local level the Plus One ADU program so that qualified organizations and persons may construct or improve Accessory Dwelling Units (“ADU”) on their real properties, a premises (the “Project”) located in Erie County, New York; and

WHEREAS, in order to participate in the Project, the Recipient will enter into certain construction contracts (“Contracts”) to be financed, in whole or in part, with Agency Financing (as defined below):

WHEREAS, the Agency has agreed to provide such financing for the project (the “Agency Financing”) subject to certain conditions, including, but not limited to, the meaningful participation of Minority and Women owned Business Enterprises and Service-Disabled Veteran-Owned Businesses in the development of Project;

NOW, THEREFORE, the parties hereto agree as follows:

DEFINITIONS

(A) Minority or Minorities shall mean:

- (1) Black persons having origins in any of the Black African racial groups;
- (2) Hispanic persons of Mexican, Dominican, Puerto Rican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
- (3) Asian and Pacific Islander persons having origins in any of the Far East countries, Southeast Asia, the Indian subcontinent, or the Pacific Islands;
- (4) Native American or Alaskan Native persons having origins in any of the original peoples of North America.

(B) Minority Business Enterprise (“MBE”) shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:

- (1) At least fifty-one percent owned by one or more minority group members;

- (2) An enterprise in which such minority ownership is real, substantial and continuing;
 - (3) An enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
 - (4) An enterprise authorized to do business in this State and independently owned and operated.
- (C) Women-owned Business Enterprise (“WBE”) shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:
- (1) At least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
 - (2) An enterprise in which the ownership interest of such women is real, substantial and continuing;
 - (3) An enterprise in which women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
 - (4) An enterprise authorized to do business in this State and independently owned and operated.
- (D) Service-Disabled Veteran-Owned Business (“SDVOB”) shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:
- (1) at least fifty-one percent owned by one or more Service-Disabled Veterans;
 - (2) an enterprise in which such Service-Disabled Veteran ownership is real, substantial, and continuing;
 - (3) an enterprise in which such Service-Disabled Veteran ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
 - (4) an enterprise authorized to do business in this state and is independently-owned and operated;
 - (5) an enterprise that is a small business which has a significant business presence in the state, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the Director of the Division of Service-Disabled Veterans’ Business Development of the New York State Office of General Services (“Director”), but not to exceed three hundred, taking into consideration factors which include, but are not limited to, federal small business administration standards pursuant to 13 Code of Federal Regulations part 121 and any amendments thereto; and
 - (6) certified by the New York State Office of General Services.
- (E) Service-Disabled Veteran shall mean:
- (1) in the case of the United States army, navy, air force, marines, coast guard, army national guard or air national guard and/or reserves thereof, a Veteran who received a compensation rating of ten percent or greater from the United States Department of Veterans Affairs or from the United States Department of Defense because of a service-connected disability incurred in the line of duty; and
 - (2) in the case of the New York guard or the New York naval militia and/or reserves thereof, a Veteran who certifies, pursuant to the rules and regulations promulgated by the Director, to having incurred an injury equivalent to a compensation rating of ten percent or greater from the United States Department of Veterans Affairs or from the United States Department of Defense because of a service-connected disability incurred in the line of duty.

- (F) Veteran shall mean a person who served in and who has received an honorable or general discharge from, the United States army, navy, air force, marines, coast guard, and/or reserves thereof, and/or in the arm national guard, air national guard, New York guard and/or the New York naval militia.

EQUAL BUSINESS OPPORTUNITY

NOTE: For the Recipient convenience, MWBE and SDVOB participation is captured on the attachments identified in this section (EQUAL BUSINESS OPPORTUNITY), which may be found following the signatures page of this agreement.

- A. Minority and Women-owned Business Enterprises will be provided with equal opportunities to participate in the development, design and construction and/or rehabilitation by performing work and providing goods and services in connection with this Project. To achieve this objective, the Agency has established participation goals applicable to the Project, based on applying the following percentages to "Total MWBE Eligible Costs", as calculated pursuant to the MWBE Project Cost Analysis included in (Utilization Plan under List of Documents on the Plus One ADU Website): **(1) 20% to minority business enterprises and (2) 10% to women-owned business enterprises.** The applicable percentage goals may be satisfied with MBE or WBE contracts relating to hard and/or soft costs of the construction or rehabilitation of the Project.

In order to monitor compliance with the requirements of this Agreement, prior to the funding of the Project, the Recipient shall submit the information regarding MBEs, WBEs and SDVOBs participating in the development and construction and/or rehabilitation of the Project using (Utilization Plan under List of Documents on the Plus One ADU Website)).

Recipient's good faith actions to achieve the goals set forth in this Agreement shall be evaluated in using the criteria set forth in the Certification of Good Faith Efforts Guide under List of Documents on the Plus One ADU Website)

- B. In determining whether the Recipient has met, or has caused its Project contractors to meet, the goals established in this Agreement, all Contracts shall be considered, whether awarded directly by Recipient or awarded any Plus One ADU eligible owner. The following standards shall apply in determining the portion of the dollar value of any contract that can be credited to fulfilling the Project's Minority and Women-owned Business Utilization Goals:
- a. All MBEs and WBEs must either be certified as such by the proper New York State government entity or have its certification status pending a final review.
 - b. Where the MBE or WBE is the contractor or where the contractor is a joint venture consisting entirely of MBEs or WBEs, the value shall be 100% of the contract price.
 - c. Where the contractor is a joint venture including one or more MBEs or WBEs as joint venturer(s), the value shall be that portion of the contract price which accrues to the MBE or WBE joint venture(s) under the joint venture agreement.
 - d. Where the MBE or WBE is a subcontractor, the value shall be the value of the work subcontracted to the MBE or WBE, provided that where the MBE or WBE acts solely as the conduit for work performed by or goods produced by a party not an MBE or WBE, only that portion of the price or fee which accrues directly to the MBE or WBE as profit or fee shall be included, and further provided that if the subcontractor is a joint venturer of further subcontracts, the standards established in (1), (2), and (3) hereof shall apply.

- e. Where the MBE or WBE is a bona fide supplier, the value shall be the value of the materials purchased, provided that if the supplier is a joint venturer, the standards of (1), (2), and (3) hereof shall apply.

C. Recipient will take the following actions to achieve the goals and shall further require their contractors, to the extent that the same have been selected, to do the same:

1. Actively and affirmatively solicit bids for contracts from qualified MBEs and WBEs, including circulation of solicitations to minority and women contractor associations.
2. Ensure that plans, specifications and request for proposals or other means of securing proposals for work to be performed will be made available in sufficient time for review by prospective MBEs and WBEs.
3. Where economically and technically feasible, divide the work into smaller portions to enhance participation by MBEs and WBEs.
4. Encourage, where economically and technically feasible, the formation of joint ventures, partnerships, or other similar arrangements among contractors to ensure that the stated MBE and WBE goals are met.
5. Utilize the Agency and other governmental agencies and their consultants, and contractor associations to prepare bid lists and provide other services that are required to fulfill the stated goals.
6. Ensure that progress payments to MBEs and WBEs are made on a timely basis and with such frequency that undue financial hardship is avoided.
7. Provide the Agency or its agents with a record of all bid solicitations and results thereof using Attachment No. 3 (Bid Solicitation Log, CONST-5) attached hereto.

D. Each Contract shall provide that a failure to comply with any provisions of the contract relating to implementation of this Agreement will be deemed by Recipient to be a default and that Recipient has designated the Agency as its agent, coupled with an interest, for the purpose of prosecuting such a default and seeking appropriate remedies. The Recipient must demonstrate compliance with the Agreement by at least performing the following:

1. Recipient will incorporate or cause to be incorporated its stated goals in every contract entered into regarding the Project, unless specifically exempted therefrom in writing by the Agency.
2. Prior to entering into any contract with an MBE or WBE, Recipient will cause such entity to present evidence that it has received certification from the proper New York State government entity or that it has submitted, and is awaiting review, of its certification application.
3. Recipient will submit to the Agency's Office of Economic Opportunity and Partnership Development, or its designated agent, a copy (ies) of the executed contract(s) with all MBEs and WBEs and, in a form prescribed and/or approved by the Agency.
4. Recipient will submit to the Agency's Office of Economic Opportunity and Partnership Development, or its designated agent, on a quarterly basis using the Affirmation of Income Payments Form and using the Cumulative Pay Statement, under List of Documents on the Plus One ADU Website

5. Recipient will maintain detailed records of the actions that it has taken to achieve the established

goals in such form as will enable the Agency to determine that Recipient indeed made such a good faith effort. Records shall include, but are not limited to, actions outlined in the previous section (C).

6. Recipient and their subcontractor(s) shall at all reasonable times make available to the Agency or its agents all materials and documents prepared in connection with this Agreement.
- E. The Recipient shall comply and shall cause any subcontractors to comply, with all provisions set forth in the Appendix A, entitled “Participation by Minority Group Members and Women with respect to State Contracts: Requirements and Procedures”. In the event of any conflict or ambiguity between this Agreement and Appendix A, the provisions of Appendix A shall govern.
- F. The Recipient shall make good faith efforts to contract with Service-Disabled Veteran-Owned Business (SDVOB), to the maximum extent practical and consistent with the requirements of Article 17-B of the New York State Finance Law and 9 NYCRR Part 252, to provide goods and services for the construction and/or rehabilitation of the Project. SDVOB can be readily identified on the directory of certified businesses at https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf.

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by representatives duly authorized to bind them, as of the day and year first above written.

RECIPIENT:

_____,
A Non-Profit Organization or Local Unit of Government

By: _____,
Chief Executive Officer or Authorized Official

AGENCY:

HOUSING TRUST FUND CORPORATION

By: _____
[Name]

[Title]

APPENDIX A:**Participation by Minority and Women-Owned Business Enterprises: Requirements And Procedures****I. General Provisions**

- A. The Agency is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. Recipient agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Agency, to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBEs”). Recipient’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to assessment of liquidated damages pursuant to section VII of this Appendix and such other remedies are available to the Agency pursuant to the Contract and applicable law.

II. Contract Goals

- A. For purposes of this Contract, the Agency hereby establishes an overall goal of ___% for MWBE participation, 20% for New York State-certified minority-owned business enterprise (“MBE”) participation and 10% for New York State-certified women-owned business enterprise (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in section II-A hereof, Recipient should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

Additionally, Recipients are encouraged to contact the Division of Minority and Women’s Business Development (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. The Recipient understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
- D. The Recipient must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
 - 1. Evidence of outreach to MWBEs;
 - 2. Any responses by MWBEs to the Recipient’s outreach;
 - 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency with MWBEs; and,
 - 5. Information describing specific steps undertaken by the Recipient is to reasonably structure the Contract

scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity (“EEO”)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Recipient shall:
 1. Ensure that the Recipient and each subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Recipient shall submit an EEO policy statement to the Agency within seventy-two (72) hours after the date of the notice by the Agency to award the Contract to the Recipient or any of its subcontractors do not have an existing EEO policy statement, the Agency may require the Recipient or subcontractor(s) to adopt a model statement Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement provided below in Appendix Form 1.
 3. The Recipient’s EEO policy statement shall include the following language:
 - a. The Recipient will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Recipient shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Recipient shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Recipient’s obligations herein.
 - d. The Recipient will include the provisions of subdivisions (a) through (c) of this subsection 4 and paragraph “E” of this section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Staffing Plan

To ensure compliance with this section, the Recipient shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Recipient shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Workforce Utilization Report

The Recipient shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a

Workforce Utilization Report. The Workforce Utilization Report is under List of Documents on the Plus One ADU Website), and shall be completed monthly by the Recipient and subcontractors, respectively, and the completed Reports shall be delivered to the Agency on a quarterly basis.

1. Separate forms of Workforce Utilization Report shall be completed by the General Contractor and any subcontractors.
2. Pursuant to Executive Order #162, the Recipient and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

- E. Recipient shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. Recipient and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Recipient represents and warrants that has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of this Contract.
- B. Recipient agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. Recipient further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Agency shall be entitled to any remedy provided herein, including but not limited to, a finding of that the Recipient is non-responsive.

V. Waivers

- A. If the Recipient, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Recipient may submit a Request for Waiver documenting good faith efforts by the Recipient to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If the Agency, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in section VI, or any other relevant information, determines that the Recipient is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Recipient. The Recipient must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Recipient is required to submit a quarterly MWBE Contractor Compliance Report to the Agency by the fifth (5th) day following the end of each quarter during the term of the Contract.

VII. Non-Compliance Clauses - MWBE Participation

Where Agency determines that Recipient is not in compliance with the requirements of this Contract and Recipient refuses to comply with such requirements, or if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals, Recipient shall be obligated to pay to the Agency the outstanding amount by utilizing one or more of the following:

1. Any subsequent DHCR, HFA or HTFC approved project application may be subjected to increased MWBE Goals to account for the defaulted MWBE goal amount;

2. Any subsequent approved Low Income Housing Credit or State Low Income Housing Credit application(s) may be required to utilize MWBE firms for contracts or services until the required default amount has been satisfied;
3. Any such capital projects that are currently subject to regulations promulgated by DHCR, HFA or HTFC may be required to utilize MWBE Firms for contracts or services until the required default amount has been satisfied;
4. If applicable, Agency may retain a portion of the developers' fee as payment towards the outstanding defaulted MWBE amount.

Appendix Form 1**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT****M/WBE AND EEO POLICY STATEMENT**

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

1. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
2. Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
3. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
4. Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
5. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
6. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior

arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20____

By _____

Print: _____ Title: _____

(Name of Designated Liaison) is designated as the Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program

M/WBE Contract Goals

_____ % Minority and Women's Business Enterprise Participation

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

(Authorized Representative)

Title: _____

Date: _____


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Police
 Initiated by: **Scott Chamberlin**
 Co-Sponsored by:

DOC ID: 27319

RESOLUTION 2023-375
ADOPTED

Travel Request National Police Week

TOWN BOARD AGENDA ITEM : APRIL 17, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Travel Request
 National Police Week

Kindly adopt a Resolution authorizing four (4) Officers to attend the above entitled event being held in Washington, D.C. from May 13, 2023 through May 15, 2023. The cost for travel is approximately \$1,936.00.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: April 17, 2023**)

4/17/2023

Consent

FINANCIAL IMPACT:

A3121 .4050: \$320.00

A3121 .4120: \$1,440.00

*Contingency amount is not included in this breakdown

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

RAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM☐ \$250 or LESS and under 75 miles Department Head Approval ONLY Required

REVISED 01/01/2018

☒ \$250 + or greater than 75 miles Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/13/2023	5/15/2023	Washington, D.C.	National Police Week

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ \$0.545	\$300 gas for patrol car	A3121 .4050	
Tolls	\$0		
Parking	\$20	"	
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
4 # nights @ \$ 209	\$836	A3121. 4120	
Meals:			
IRS Per Diem Per Day: \$			
1st & Last Day of Travel @ 75%			
4 # Breakfasts @ \$ 13	\$52	A3121. 4120	
12 # Lunches @ \$ 15	\$180	"	
12 # Dinners @ \$ 26	\$312	"	
12 # Incidentals @ \$ 5	\$60	"	
Registration/Conference Fee			
Other			
Subtotal	\$1760		N/A
Contingency - 10% of subtotal or \$200	\$176		N/A
TOTAL	\$1936		

Request Approved By:

 Department Head Signature

 3/17/2023
 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: RedactedTravelFormNationalPoliceWeek 4.17.23 Agenda (RES-2023-375 : Travel Request)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Police
 Initiated by: **Scott Chamberlin**
 Co-Sponsored by:

DOC ID: 27320

RESOLUTION 2023-376
ADOPTED

Training & Travel Request Law Enforcement Training Directors Association of NYS Spring Conference

TOWN BOARD AGENDA ITEM : APRIL 17, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Training & Travel Request
 Law Enforcement Training Directors Association of
 NYS Spring Conference

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled training being held in Lake George, New York from April 17, 2023 through April 21, 2023. The cost for this training is approximately \$1,024.17.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: April 17, 2023**)

4/17/2023

Consent

FINANCIAL IMPACT:

A3121 .4050: \$172.06

A3121 .4120: \$759.00

*Contingency amount is not included in this breakdown

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

RAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM
☐ \$250 or LESS and under 75 miles Department Head Approval ONLY Required

REVISED 01/01/2018

☒ \$250 + or greater than 75 miles Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
4/17/2023	4/21/2023	Lake George, NY	Law Enforcement Training Directors Association of NYS Spring Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ \$0.545	\$150 gas for patrol car	A3121.4050	
Tolls	\$22.06	"	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
3 # nights @ \$ 154	\$462	A3121.4120	
Meals:			
IRS Per Diem Per Day: \$			
1st & Last Day of Travel @ 75%			
3 # Breakfasts @ \$ 13	\$39	A3121.4120	
4 # Lunches @ \$ 15	\$60	"	
4 # Dinners @ \$ 26	\$78	"	
4 # Incidentals @ \$ 5	\$20	"	
Registration/Conference Fee	\$100	A3121.4120	
Other			
Subtotal	\$931.06		N/A
Contingency - 10% of subtotal or \$200	\$93.11		N/A
TOTAL	\$1024.17		

Request Approved By:

 Department Head Signature

Date 3/16/2023

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: RedactedTravelForLawEnforcementTrainingDirectorsAssociation 4.17.2023 Agenda (RES-2023-376 : Training & Travel Request)



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Police
 Initiated by: **Scott Chamberlin**
 Co-Sponsored by:

DOC ID: 27357

RESOLUTION 2023-377

ADOPTED

POSS Scheduling Software Agreement (CRS #3922) Visual Computer Solutions, Inc. (VCS)

TOWN BOARD AGENDA ITEM : APRIL 17, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: POSS Scheduling Software Agreement (CRS #3922)
 Visual Computer Solutions, Inc. (VCS)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and Visual Computer Solutions, Inc., (VCS) with regard to the above-entitled matter. This is a three (3) year contract. This contract has successfully completed the Contract Routing System.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: April 17, 2023**)

4/17/2023

Consent

FINANCIAL IMPACT:

A 3120 .4110: \$11,725.79: 2023-2024/\$11,725.79: 2025-2026/\$11,725.79: 2025-2026

(Total for 3 years: \$35,177.37)

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Brian J. Kulpa, Supervisor

SECONDER: Deborah Bruch Bucki, Deputy Supervisor

AYES: Kulpa, Bucki, Berger, Lavin, Szukala

Company Address 4400 US Highway 9 #3500
Freehold, NJ 07728
US

Created Date 2/13/2023
Expiration Date 3/13/2023
Quote Number 3104

Prepared By Cathy Leone
Phone (732) 730-9009
Email cleone@vcssoftware.com
Fax (732) 730-1661

Bill To Name Amherst Police Department (NY)
Bill To 500 John James Audobon Parkway
Amherst, NY 14228
US

Ship To Name Amherst Police Department (NY)
Ship To 500 John James Audobon Parkway
Amherst, NY 14228
US

Product	Line Item Description	Product Code	Sales Price	Quantity	Subtotal	Total Price
Annual Support And Upgrade Plan	PR4300 -Annual Support and Upgrade Plan (ASUP) - For term of May 2023 to April 2024	PR4300	\$5,944.43	1.00	\$5,944.43	\$5,944.43
Annual Support And Upgrade Plan	PR4300 -Annual Support and Upgrade Plan (ASUP) - For term of May 2025 to April 2026	PR4300	\$5,944.43	1.00	\$5,944.43	\$5,944.43
Annual Support And Upgrade Plan	PR4300 -Annual Support and Upgrade Plan (ASUP) - For term of May 2024 to April 2025	PR4300	\$5,944.43	1.00	\$5,944.43	\$5,944.43
Hosting Of Client's Database And Web Portal	HO5000-Hosting of Client's Database and Web Portal - For term of May 2023 to April 2024	HO5000	\$26.52	218.00	\$5,781.36	\$5,781.36
Hosting Of Client's Database And Web Portal	HO5000-Hosting of Client's Database and Web Portal - For term of May 2025 to April 2026	HO5000	\$26.52	218.00	\$5,781.36	\$5,781.36
Hosting Of Client's Database And Web Portal	HO5000-Hosting of Client's Database and Web Portal - For term of May 2024 to April 2025	HO5000	\$26.52	218.00	\$5,781.36	\$5,781.36

Subtotal \$35,177.37
Discount 0.00%
Total Price \$35,177.37
Grand Total \$35,177.37

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

By signing this quote, you acknowledge acceptance of the VCS Terms and Conditions document.

Attachment: VSC Contract for Routing 3.15.2023 (RES-2023-377 : POSS Scheduling Software Agreement (CRS #3922))



SOFTWARE TERMS & CONDITIONS

1. DEFINITIONS: (1) “Software” or “Program” refers to the proprietary computer software system owned by VCS known as POSS, COSS, FIRES, Active Schedules and PARS. (2) “VCS” refers to Visual Computer Solutions, Inc. (3) “Client” refers to the agency licensing or subscribing to VCS’ software system. (4) “Services” refers to the cloud scheduling software and training provided by VCS.

2. PROGRAM AND INTELLECTUAL PROPERTY. VCS shall have the exclusive title to the software and any portion of the software materials including all documentation, enhancements, modifications and any new versions of the Software and all copies of the Software or any portions of the Software whether made by VCS or Client. VCS’ title shall include, but not be limited to, any and all copyright, trademark and other intellectual property rights, or other rights in the Software.

3. SUBSCRIPTION

a. VCS hereby grants to the Client for the term set forth herein, a limited non-exclusive, non-transferable right and license to access the Program for its own internal scheduling/time & attendance purposes in accordance to the terms and conditions of this Agreement.

b. The Program and client data are housed on dedicated, secure servers with QTS Technology’s Data Center NJ1. The physical and electronic security requirements are: (i) single point of entry; (ii) main access monitored with additional access for emergency purposes only; (iii) surveillance cameras in facility; (iv) access validation with identity check; (v) access only to persons on VCS approved access list; (vi) log-in validation; (vii) creation of accounts only as verified by VCS or sub-contracted hosting provider; (viii) access to servers via encrypted means; (ix) servers running behind secure firewall and (x) Intrusion Detection System (monitoring incoming/outgoing with real time notification alerts).

c. Software onboarding consists of a kickoff meeting, installation, data collection/configuration, onsite or online “train-the-trainer” instruction, and a streamlined transfer to support services. Client and their Project Team must make themselves available for regular appointments and be dedicated to learning the system and rolling it out to end users. VCS claims no responsibility for Client’s timeline for end-user roll out and training.

d. Support Services are included in the subscription fee which includes: phone, e-mail and web support from 8:00

a.m. – 8:00 p.m. EST, M-F. A training video library, knowledgebase articles and an e-ticket Support Portal are available 24/7/365.

e. When Client registers to use the VCS Software System and/or its Support Portal, each Client user is responsible for maintaining the confidentiality of his/her member identification and password information, and for restricting access to their computer. Client agrees to accept responsibility for all activities that occur under each user, member identification, and password.

4. RESTRICTIONS

a. Client may not decompile, disassemble or reverse engineer the Program, or shall not provide access to the Compiled Program Application by any party, other than the VCS. Client shall not transfer, resell or grant any rights of any kind to any individual a copy of the product to any party. Client cannot create any derivative works based upon the Subscription Services or Documentation or access the Subscription Services in order to build a competitive solution or to assist someone else to build a competitive solution.

b. Client agrees and acknowledges that only VCS is authorized to support or maintain the Program.

5. BACKUPS. VCS shall keep offsite backups of Client’s data. Client shall not make copies of the Software or any portion of the Software or documentation, except as follows: (1) archival purposes; (2) employee instructional purposes.

6. REQUIREMENTS. Client acknowledges that the requirements listed below are met to insure proper resource allocation to run Active Schedules, POSS, COSS, FIRES, and TIMES:

- Workstations: Intel Core i5 processor; Windows 7 and above; 17-inch monitor running at 768 X 1024 screen resolution.
- Internet Connection: Internet Explorer 10 and above, Google Chrome

7. EFFECTIVE DATE. The effective date is the date the Service is activated for the Client. Invoicing shall commence on the effective date.

8. FEES

a. Client assumes responsibility for and agrees to pay VCS all amounts due for Services. All invoices are due and payable according to Invoice Due Date.

b. All reasonable and customary travel expenses, including but not limited to; Airfare, Hotel, Car Rental and Meals will be paid by the Client. Travel fees and expenses will be invoiced upon completion of visit(s) and are due (30) days from receipt of invoice.

c. Should Client decide to purchase Services through a reseller or third-party vendor (such as Dell Marketing, Software House International {SHI}, or Insight Public Sector), Client acknowledges that all fees will be paid according to the third-party vendor's payment schedule and directly to the third-party vendor.

d. If the number of users assigned to the Client's account exceeds the number of licenses purchased, then the Client's account may be suspended until Client: (a) reduces the number of users or (b) upgrades its license count to at least equal to the number of users.

e. If additional training is desired – over and above the contracted training package - Client will be billed for such training and all other related travel expenses according to the current fee schedule.

f. If Client's account is past due based on invoice date, in addition to any of its other rights and remedies, VCS shall impose a 1.5% finance charge on all past due invoices.

g. If Client's account is 30 days or more overdue, in addition to any of its other rights or remedies, VCS reserves the right to suspend Client's access to the Service, without liability to Client, until such amounts are paid in full.

h. If Client initially purchases Subscription Services for a term, and subsequently orders additional product, the purchase price for the additional product shall be pro-rated so that the added subscriptions renew on the same day as the initial subscription.

i. Should client intend to cancel subscription, the client must provide thirty (30) days written notice in advance of subscription renewal date. If no notice is received, the license will be extended for an additional 12-month term. The invoice for the continuation of the subscription will be sent automatically.

j. If for any reason Client cancels any or all training appointments for which VCS has already secured travel arrangements, Client agrees to pay VCS' scheduled travel fees, plus any applicable service charges, cancellation penalty fees and increased fares expressly due to the Client's cancellation. If Client cancels training after VCS has

arrived on location, Client will be responsible for paying all training fees and expenses.

9. ADDITIONAL CLIENT RESPONSIBILITIES

a. Client must provide and input data for use in the System. VCS is not obligated to input, modify or add to Client's Data. Client is solely responsible for the content and accuracy of the Client's Data.

b. VCS regularly upgrades and updates the Subscription Services. This means that the Subscription Services are continually evolving. Some of these changes will occur automatically, while others may require Client to schedule and implement the changes. The changes may also mean that Client needs to upgrade its equipment in order to make efficient use of the Subscription Services. VCS will provide Client with advance notification in this case.

c. Client acknowledges that VCS utilizes e-mail as its primary form of communication for billing, software enhancement/update information, and webinar/training purposes. It is Client's responsibility to notify VCS of personnel and/or e-mail changes.

d. Client acknowledges that it alone is responsible for the rollout and results obtained from its use of the Service, including without limitation the completeness, accuracy and content of such results.

10. SALES & USE TAX. Any sales tax payable as a result of the software, hardware and/or professional services purchase, shall be paid by Client. Client agrees to provide a completed *Tax Information Form* to VCS in the event that VCS is required to collect and remit sales tax as dictated by law in Client's state. Client hereby indemnifies and holds harmless VCS from any sales tax liability, claims, penalties, or losses incurred resulting from Client withholding or inaccurately reporting information on the *Tax Information Form*.

11. WARRANTY

a. The Software is licensed "AS IS." VCS represents and warrants that the Services will perform in accordance with the on-line and manual help documentation and the service level standards set forth in Section 3.

b. VCS warrants that it has good title to the Product and the right to license its use to Client free of any proprietary rights of any other party or any other encumbrance whatsoever.

12. INSURANCE AND INDEMNIFICATION

a. Throughout the life of this Agreement, VCS shall pay for and maintain in full force and effect the following policies of insurance:

(i) Commercial General Liability insurance with combined single limits of not less than \$1,000,000 per occurrence;

(ii) Commercial automobile liability insurance with combined single limits of not less than \$1,000,000 per occurrence; (iii) Worker's compensation insurance as required under the New Jersey Labor laws; (iv) Professional liability insurance of not less than \$1,000,000 each claim.

b. Either party will indemnify and hold the other party harmless against any claim or demand by a third party, including without limitation reasonable attorney's fees, alleging that the Service (in the case of VCS) or any Subscriber Materials (in the case of Subscriber) infringes any intellectual property right under the laws of the United States of a third party. VCS' indemnification obligation does not cover third party claims arising from: (i) modifications to the Service by anyone other than VCS or its authorized agents and contractors; (ii) use of the Service by Subscriber in combination with other software or equipment not provided by VCS where the Service, but for such combination, would not be infringing; or (iii) Subscriber's failure to use the Service in accordance with these terms and conditions.

13. LIMITATION OF LIABILITY. VCS SHALL NOT BE LIABLE FOR DAMAGES, INJURY, COSTS OR CLAIMS ARISING OUT OF (I) DELAYS, MISTAKES, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS, OR DEFECTS IN TRANSMISSION; (II) INADVERTENT DISCLOSURE, CORRUPTION OR ERASURE OF DATA; (III) SERVICES, FACILITIES OR EQUIPMENT NOT FURNISHED BY VCS; (IV) ANY ACT OR OMISSION OF A THIRD-PARTY VENDOR FURNISHING ANY PORTION OF THE SERVICES OR THE EQUIPMENT OR FACILITIES USED TO PROVIDE THE SERVICES; AND (V) ANY EVENT THAT PREVENTS VCS FROM PERFORMING ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS, IF THAT EVENT IS BEYOND THE REASONABLE CONTROL OF VCS.

14. TERM AND TERMINATION OF AGREEMENT

a. The term of this subscription Agreement shall be no less than twelve (12) months and shall commence upon the effective date. The Client, at its sole option, may renew

this Agreement for consecutive one-year terms upon payment of the next subscription invoice.

b. Either party may terminate rights if the other breaches any material term in this Agreement and the breach is not cured within thirty (30) days of written notice.

c. Upon termination of Client's Subscription Service, VCS must promptly provide Client with all Client Data in comma separated value (CSV) format. However, VCS may retain Client Data in backup media for an additional period of up to 12 months, or longer if required by law.

d. Within 30 days after the expiration or termination of this Agreement for any reason, the receiving party must destroy the original and all copies (including partial copies) of all Confidential Information of the disclosing party.

e. All fees collected or accrued prior to the date of termination shall be retained by VCS without any pro rata refund to Client.

f. The termination of this Agreement shall not extinguish any rights or obligation of the parties under this Agreement or applicable law, including without limitation, rights and obligations relating to the protection of Confidential Information or Intellectual Property rights.

15. GENERAL PROVISIONS

a. Client warrants that the signature executed on this quote or agreement is by a duly authorized employee, agent or officer that is binding upon Client.

b. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing.

c. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

Consultant Minor Exposure Addendum to Contract

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

Revised 10-31-22 SJS

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 Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than \$2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(e) A failure by Consultant 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 Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than \$2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

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

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the 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.

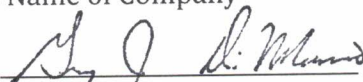
9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for 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:

Visual Computer Solutions, Inc.
Print Name of Company

By: 
Signature

Guy DiMemmo
Printed name

Date: 03/15/23

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.

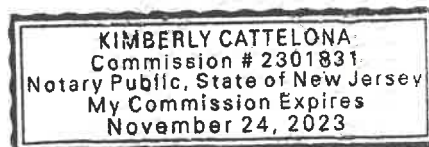
Company Name: Visual Computer Solutions, Inc.
 Signature: *Guy B. Memmo*
 Print Name: Guy B. Memmo
 Title: CEO
 Date: 2/10/23

Sworn To Before Me This

10 Day of February, 2023

Kimberly Cattelona
 Notary Public

Town of Amherst Contract Management Policy



Page | 22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **13.Q.3.a**
02/09/2023

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

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

PRODUCER NorthEast Insurance Services 4400 Route 9 South Suite 3300 Freehold NJ 07728		CONTACT NAME: Joseph Syndennis PHONE (A/C, No, Ext): (732) 972-1771 E-MAIL ADDRESS: jsyndennis@northeastins.com FAX (A/C, No): (732) 577-1578	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Selective Ins. Co. of America	
		INSURER B: Hartford Fire Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED VISUAL COMPUTER SOLUTIONS, INC DBA JOBS FOR BLUE 4400 US HIGHWAY 9 STE 3500 FREEHOLD NJ 07728-4232		NAIC # 12572 19682
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COVERAGES **CERTIFICATE NUMBER:** CL2251013943 **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:			S 2388035	05/23/2022	05/23/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			S 2388035	05/23/2022	05/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ Nil			S 2388035	05/23/2022	05/23/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Errors & Omissions/Cyber Liability			13 TE 0453018-22	05/08/2022	05/08/2023	Per Occurrence 2,000,000 Aggregate 3,000,000 Deductible 5,000

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

When required by written agreement: The Town of Amherst NY is included as an Additional Insured.

CERTIFICATE HOLDER

Town of Amherst NY 5573 Main Street Williamsville NY 14221
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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

Frank Schilio

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2984306

DATE 13.Q.3.a

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 LOCKTON COMPANIES, LLC 2100 ROSS AVE., SUITE 1400 DALLAS, TX 75201	CONTACT NAME:	
	PHONE (A/C, No, Ext): 214-771-4411	FAX (A/C, No):
	E-MAIL ADDRESS: WC@RESOURCINGEDGE.COM	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Indemnity Insurance Co. of North America	
	INSURER B :	
INSURED Visual Computer Solutions, Inc. 4400 US Highway 9 Ste 3500 Freehold, NJ 07728	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS- ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			C52149058	01/01/2023	10/01/2023	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)
COVERAGE PROVIDED FOR ALL LEASED EMPLOYEES BUT NOT SUBCONTRACTORS OF: Visual Computer Solutions, Inc.

CERTIFICATE HOLDER**CANCELLATION**

2984306

Town of Amherst NY
5573 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

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**Workers'
Compensation
Board**
**Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or
Disability and Paid Family Leave Benefits Insurance Coverage**

*****This form cannot be used to waive the workers' compensation rights or obligations of any party.*****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required. **Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.**

**In the Application of
(Legal Entity Name and Address):**

Visual Computer Solutions, Inc.
4400 US Highway 9 Ste 3500
Freehold, NJ 07728-4232
PHONE: 732-730-9009 FEIN: XXXXX6702

**Business Applying For:
OTHER: WC/DB Exemption**

From: Town of Amherst

Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The out-of-state entity has no NYS employees and/or NYS subcontractors AND ALL work related to the permit, license or contract is done outside of NYS; OR ALL employees are direct employees of a government entity outside of New York.

Disability and Paid Family Leave Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The business **MUST** be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law.)

I, Guy J. DiMemmo, am the CEO with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

**SIGN
HERE**

Signature:

Date: 3/3/23

Exemption Certificate Number

2023-013988

Received

March 3, 2023

NYS Workers' Compensation Board



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Police
 Initiated by: **Scott Chamberlin**
 Co-Sponsored by:

DOC ID: 27392

RESOLUTION 2023-378

ADOPTED

Removal of Existing Carpet (CRS #3968) GP Flooring Solutions

TOWN BOARD AGENDA ITEM: APRIL 17, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Removal of Existing Carpet (CRS #3968)
 GP Flooring Solutions

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and GP Flooring Solutions with regard to the above-entitled matter. Approval of this agreement is contingent upon the successful completion of the Contract Routing process.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: April 17, 2023**)

4/17/2023

Consent

FINANCIAL IMPACT:

A 3120 .2150: \$2,030.72

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



GP Flooring Solutions
Headquarters
32 Marway Circle
Gates, NY 14624

(800) 832-3550

For:

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Job Site:

Town of Amherst Police Department / Jamie Anable
500 John James Audubon Pkwy
Officers Work Station - Labor - Demo & prime
Williamsville, NY 14221
Contact: Jamie Anable 716 435-8669

Proposal # 17315
Customer PO
Contract # PC69412
Date 4/10/2023
Sales Person Tim Glassbrook
Designer

Type		Quantity	Product Description	Color / Item Number	Price	T
Labor	Mat	1 Each				
	Lab	46 SqYd	Remove existing carpet Direct Glue Down		\$8.59	\$395
Notes		PC69412	Remove existing carpet - Glue Down			
Labor						
	Lab	46 SqYd	Flooring Disposal - Carpeting		\$2.51	\$115
Notes		PC69412	Disposal			
Labor						
	Lab	109 LnFt	Removal & Disposal of Existing Base		\$1.33	\$144
Notes		PC69412	Cove Base Removal			
Labor						
	Lab	414 SqFt	Adhesive Removal		\$1.63	\$674
Notes		PC69412	Scrap old adhesive			
Accessories	Mat	1 Each	C-56 Primer	Primer	\$126.52	\$126
	Lab	414 SqFt	Install Primer		\$1.39	\$575
Notes		PC69412	Primer			

Information

All pricing per the Tarkett USA NYS Contract# PC69412
Thank you for your business!

Contract Total \$2,032
Sales Tax
Grand Total \$2,032

Additional Conditions

Federal ID #16-6330058, NYS WBE-59619 (Email PO's to Orders@gpflooringsolutions.com)

We are pleased to present this confidential proposal for review by you and your organization. Work to be done M-F during normal working hours unless otherwise noted. If furniture is to be moved, electronics should be unplugged and any loose personal items should be put in a box on the desk top. Loose boxes, shoes, etc. on the floor should be removed and placed on the desk top as well. Certified third party moisture and pH testing is excluded from this proposal. Warranty does not include any moisture related subfloor failures. Unforeseen conditions are not included in the proposal.

Type	Quantity	Product Description	Color / Item Number	Price	Total
------	----------	---------------------	---------------------	-------	-------

The proposal does not include ACM abatement work or any provisions for ACM in the work area. If an abatement is taking place prior to this work, please ensure that all abatement chemicals and residue are removed. The chemicals can have an adverse effect on the flooring materials and voids the manufacturer warranty.

Payment terms are net 30 unless otherwise noted. Due to the tariffs that have been implemented - certain product pricing may change after this proposal has been written. Please confirm pricing prior to executing any agreement or purchase order. Proposal expires 30 days from date of issuance.

Due to the current material pricing volatility, the prices of materials, taxes and/or surcharges contained in this proposal are those in effect as of the date of the proposal; GP Flooring Solutions shall be reimbursed for all increases in the cost of material.

Buyer _____ Date _____

Seller _____ Date _____

Attachment: GP Flooring Carpet Removal Contract CRS Routing 4.11.2023 (RES-2023-378 : Removal of Existing Carpet (CRS#3968))

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same, and such insurance has been approved by the Town.

(a) **Workers' Compensation Insurance:** Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) **General Liability, Professional (if applicable) Liability and Property Damage Insurance:** Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least \$5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Contractor to assure that any policy procured by any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying 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 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:

GP Flooring Solutions

Print Name of Company

By:

Linda Nauert
Signature

Linda Nauert

Printed Name

Date:

3/31/23

Agreed to and Accepted by:

Town of Amherst

By:

Brian J. Kulpa, Supervisor

Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2023

13.Q.4.a

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURED GP FLOORING SOLUTIONS 32 MARWAY CIR ROCHESTER, NY 14624-2321 179-944-4		INSURERS AFFORDING COVERAGE		NAIC #
		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935
		INSURER B: FEDERATED RESERVE INSURANCE COMPANY		16024
		INSURER C:		
		INSURER D:		
INSURER E:				
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 677

REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			6112778	12/28/2022	12/28/2023	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN L AGGREGATE LIMIT APPLIES PER:						PRODUCTS & COMP/OP ACC	\$2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC							
	OTHER:							
A	☒ AUTOMOBILE LIABILITY			6112778	12/28/2022	12/28/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	☒ ANY AUTO						BODILY INJURY (Per Person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	N	N				BODILY INJURY (Per Accident)	
	☐ HIRED AUTOS OWNLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per Accident)	
A	☒ UMBRELLA LIAB ☒ OCCUR			6112779	12/28/2022	12/28/2023	EACH OCCURRENCE	\$7,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE	N	N				AGGREGATE	\$7,000,000
	☐ DED ☒ RETENTION \$10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1800889	12/28/2022	12/28/2023	☒ PER STATUTE ☐ OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

CERTIFICATE HOLDER IS ADDITIONAL INSURED FOR GENERAL LIABILITY ON A PRIMARY AND NONCONTRIBUTORY BASIS.

GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.

CERTIFICATE HOLDER179-944-4
TOWN OF AMHERST
5583 MAIN ST
WILLIAMSVILLE, NY 14221-5488

677 0

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

Nicholas R. Zewer

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ACORD 25 (2016/03)

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COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Attachment: GP Flooring Carpet Removal Contract CRS Routing 4.11.2023 (RES-2023-378 : Removal of Existing Carpet (CRS#3968))

COMMERCIAL GENERAL LIABILITY
CG 20 33 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

Attachment: GP Flooring Carpet Removal Contract CRS Routing 4.11.2023 (RES-2023-378 : Removal of Existing Carpet (CRS#3968))

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 6112778

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Designated Construction Project(s):**

Each construction project as required by written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



**Workers'
Compensation
Board**

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) GP LAND & CARPET CORPORATION 32 MARWAY CIRCLE GATES NY 14624 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured (716)-213-5369 1c. Federal Employer Identification Number of Insured or Social Security Number 16 6330058
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 The Guardian Life Insurance Company of America 3b. Policy Number of Entity Listed in Box 1a 00937226 0067 3c. Policy Effective Period 07/01/2022 to 07/01/2023

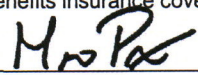
4. Policy provides the following benefits:

- ☒ A. Both disability and Paid Family Leave benefits.
- ☐ B. Disability benefits only.
- ☐ C. Paid Family Leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- ☐ B. Only the following class or classes 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 03/30/2023 By 
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Michael Prestileo, Head of Group Benefits Strategy, Product & Underwriting

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

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

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and 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.

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.

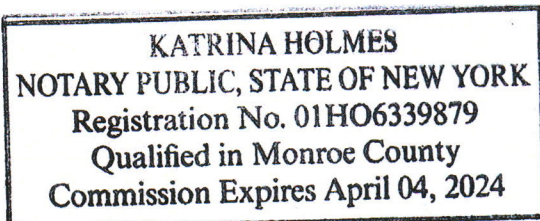
The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: GP Flooring Solutions
 Signature: Linda Nauert
 Print Name: Linda Nauert
 Title: Secretary
 Date: 3/31/23

Sworn To Before Me This

31 Day of march, 2023

Katrina Holmes
 Notary Public





**Workers'
Compensation
Board**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) G. P. Land and Carpet Corporation 32 Marway Cir Rochester, NY 14624-2321 Work Location of Insured <i>(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 (800)832-3550 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-6330058
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 14221-5488	3a. Name of Insurance Carrier Federated Reserve Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 1800889 3c. Policy effective period 12/28/2022 to 12/28/2023 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: Danielle Sackett
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: *Danielle Sackett* 03/30/2023
(Signature) (Date)

Title: Authorized Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: 888-333-4949

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

Packet Pg. 418

Attachment: GP Flooring Carpet Removal Contract CRS Routing 4.11.2023 (RES-2023-378 : Removal of Existing Carpet (CRS#3968))

Workers' Compensation Law

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

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

Attachment: GP Flooring Carpet Removal Contract CRS Routing 4.11.2023 (RES-2023-378 : Removal of Existing Carpet (CRS#3968))


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Senior Services
 Initiated by: **Melissa Abel**
 Co-Sponsored by:

DOC ID: 27403

RESOLUTION 2023-379
ADOPTED
CSE/EISEP Amendment CRS #3912

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

4/17/2023

Consent

FINANCIAL IMPACT:

\$142,702.00 (not to exceed) Revenue

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

Contract Amendment

THIS AMENDMENT made on **October 1, 2022**, between the COUNTY OF ERIE, (herein, "COUNTY") a Municipal corporation of the State of New York, having its principal office in Buffalo, Erie County, New York, and **Town of Amherst by and through The Amherst Center for Senior Services**, a non-profit organization of the State of New York (herein "AGENCY"), having its office at **5583 Main Street, Williamsville NY 14221**; amends the agreement made between the above-named parties on the **1st day of April 2022** effective from **April 1, 2022**, to and inclusive of **March 31, 2023**.

NOW, THEREFORE, it is mutually agreed by and between the parties:

1. Except as hereinafter set forth, this amendment is in addition to and not in substitution of the **April 1, 2022**, agreement between COUNTY and AGENCY, filed with the County Attorney's office as Document **#22-767-SS** (the "Agreement").
2. The Agreement is amended to replace Article IV; Payment For Services; Section 4.1 Amount payable by the County, with: "For the services to be performed pursuant to this Agreement, the Agency shall be paid an amount not to exceed \$142,702 or the amount authorized for this Agreement by the Erie County Legislature, whichever is less, as is further specified in Schedule E attached hereto."
3. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement has been signed by the duly authorized officers of the respective parties.

COUNTY OF ERIE

**TOWN OF AMHERST BY AND THROUGH
THE AMHERST CENTER FOR SENIOR
SERVICES**

Mark Poloncarz/Maria Whyte

County Executive/Deputy County Executive

Brian Kulpa

Town Supervisor

Date: _____

Date: _____

Approved as to content:

By: (Electronically signed)

Angela Marinucci, Commissioner Dept. of Senior Services

Date: _____

Approved as to form:

By: (Electronically signed)

Aaron Rubin, Assistant County Attorney

Date: _____


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 27400

RESOLUTION 2023-380
ADOPTED

Purchase of One-Year Subscription for Mitchell1 ProDemand Online Service Manual CRS 3936

We respectfully request the Town Board to approve payment to Mitchell1 in order to renew our online subscription of Automotive Service/Repair Manuals for vehicle maintenance and repairs. The online subscription provides important software-driven diagnostic tools for the Engineering Department. The total amount for the 1-year subscription is \$2,460.00.

We are also requesting an insurance waiver as this is for an online-only subscription and Mitchell1 representatives will not be on site. Funding will be available from the Sewer Maintenance account G 9000 - 4240.

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

4/17/2023

Consent

FINANCIAL IMPACT:

G9000-4240; \$2,460.00

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

Make Checks Payable to MITCHELL 1

From the U.S.: MITCHELL 1 25029 Network Place,
Chicago, IL 60673-1250

From Canada: MITCHELL 1 P.O. Box 15358 Station A
Toronto, ON M5W 1C1 Canada

Federal ID No.: 33-0734307

GST No: 888262094RT0001

Mitchell1

Correspondence to: MITCHELL 1 16067 Babcock Street, San Diego, CA 92127-3690 Ph# (888) 724-6742

2023 Renewal Subscription Order Form/ 30-day Quote

ORDER # 28802666

NEW ACCOUNT? ☐ Yes ☒ No ☐ Has Info Changed?SHIP TO ☐ Rep ☒ Customer ☐ Other

SHIP TO #:	921821	CRP ID:		ASSOC MEMBER #:		PDG or Lead #:		DATE:	Mar 6, 2023
CO NAME:	TOWN OF AMHERST					OUT OF TERRITORY? Y ☐ N ☒ (If yes, needs RSM approval)			
ATTENTION:	SHAWN KILROY					FIELD REP # (6 digit account)			
ST ADDRESS:	1100 N FOREST RD					FIELD REP NAME:			
CITY, ST, ZIP:	WILLIAMSVILLE, NY 14221					TM #	0382	TM Rep Name	O'Brien
PH#:		FAX#:		EMAIL:	skilroy@amherst.ny.us				

☐ Bill to address is the same? If not, complete the following section.

BILL TO #:		CO NAME:	
ATTENTION:			
ST ADDRESS:			
CITY, ST, ZIP:			

		Subscription		Code	Term	Price**
PRODUCT	QTY	NEW / REN				
Select Product 12-month renewal term		☐	☐			
TechWorks (gov shop license)	1	☐	☒		12M	\$2,460.00
		☐	☐			
		☐	☐			
		☐	☐			
Type Other		☐	☐			

Subtotal	\$2,460.00
+ TAX* if applicable	\$0.00
TOTAL	\$2,460.00

Ken O'Brien
Senior Account Manager
1-888-724-6742 ext. # 0451
FAX # 1-858-746-8968
ken.o'brien@mitchell1.com

Remit Payment to Mitchell 1

☐ Check (Ck #	Amt	☒ P.O. # 2314456
FULL PAYMENT ☐ Credit Card	Card #	Name on Card: Exp:
SPECIAL INSTRUCTIONS To renew a 12-month site subscription to Techworks (expires 2/28/23)- please email to us a copy of your authorized Purchase Order Thanks.		


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 27401

RESOLUTION 2023-381
ADOPTED

Purchase of 1-Year Identifix Government Subscription - Vehicle Maintenance and Repair Program CRS #4003

We respectfully request the Town Board to authorize the expenditure of \$1,428.00 for a 1-Year Subscription for Identifix (\$119.00 per month). The subscription provides a database of updated, experience-based information for vehicle maintenance and repairs, including genuine OEM service and repair information for unedited factory data.

We are also requesting an insurance waiver as this is an online-only subscription and Identifix representatives will not be on site. The total amount for the 1-year subscription is \$1,428.00 and funding will be available from the Sewer Maintenance account G 9000 - 4240.

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

4/17/2023

Consent

FINANCIAL IMPACT:

G9000-4240; \$1,428.00

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



Identifix

INVOICE

Identifix

PO BOX 856618

Minneapolis, MN 55485-6618

Phone: 1-866-789-4285

BILL TO

Town of Amherst Engineering Dept.

Attention: Jason Koch

1100 N Forest Rd

Williamsville, New York 14221

(716) 631-7154

INVOICE #	DATE
419233-23	2/1/2023

CUSTOMER ID	Account Manager
419233	Zhanalyn Rosene

PO #	TERMS
	Due Upon Receipt

Term Agreement: 4/29/2023 through 4/29/2024

[illegible]

Please make all checks payable to Identifix at the above remittance address

Please send a copy of your purchase order to:

Fax number is: 1-888-721-5024 or email to Gov.Renewals@identifix.com

If you have any questions about this invoice, please call: 1-866-789-4285

Attachment: Identifix Invoice (RES-2023-381 : Purchase of One-Year Subscription to Identifix)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 27402

RESOLUTION 2023-382
ADOPTED

Payment Authorization - W.W. Grainger CRS 358

The Engineering Department - Water Pollution Control Facility is requesting that the Town Board authorize payment to W.W. Grainger for invoice #9565474811 for \$2,800.07 along with credit invoice #9621921163 for \$-591.66, creating a total of \$2,208.41. This order was placed after the piggyback contract with NYSOGS and Grainger had expired and the intention was to wait until NYSOGS had extended the contract to get the pricing corrected. However, the Town is working with Sourcewell for a new contract with Grainger instead of NYSOGS and the items that were ordered cannot be returned.

Funding is available in G9916-4921, G9916-4923 and G9916-4924.

Thank you for considering this request.

4/17/2023

Consent

FINANCIAL IMPACT:

G9916-4921, G9916-4923 and G9916-4924; \$2,208.41

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

Date: 01/06/2023

This number must appear on all
packages and invoices

WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK ROAD
AMHERST, NEW YORK 14228
(716) 691-9771 FAX: (716) 691-4496
Federal ID# 16-6002157

Supplier: 001720

W.W.Grainger
PALATINE, IL, 60038-0001
Dept.801180282

NYSOGS Contract PC67235

Fund/Dept/Dist.	Object	Amount
G9916	4921	\$ 82.45
G9916	4923	\$ 2,680.46
G9916	4924	\$ 37.16
TOTAL		\$ 2,800.07

☐ Check box if partial payment (P.O. will remain open)

Quantity	Description	Unit Price	Amount
5	3" PUTTY KNIFE	\$ 7.61	\$ 38.05
2	FUEL FILTER FOR BERM TRACTOR	\$ 18.58	\$ 37.16
1	REFRIGERATED AIR DRYER	\$ 2,680.46	\$ 2,680.46
1	FLOOR SCRAPER - 10-1/4" W, S.S. BLADE	\$ 44.40	\$ 44.40
TOTAL			\$ 2,800.07

Due Date: _____

Invoices: _____

SALES TAX EXEMPT

☐ Separate Check Required

Invoices must be rendered on attached form (voucher) furnished by the
Town of Amherst and must be properly signed. The town will not be
responsible for merchandise delivered without a receipt signature.

Received by _____

Date Received _____

All purchase contracts involving an aggregate
expenditure of more than \$20,000 and all
contracts for public works for more than
\$35,000 must be competitively bid.

PURCHASE
AUTHORIZATION _____

Department Head or Director of Purchasing

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to
The municipality on the dates stated and the changes are correct.

Date _____

Authorized Signature _____

COMPTROLLERS OFFICE

Date _____

Authorized Official _____

Audited by: _____

Contract: NYSOGS Contract PC67 Bids Received Y / N

Date: _____

TB Res. No: 2017-1013

Town Board Approval Y / N

TB Res. Date: 9/5/17

Attachment: Grainger Vouchers (RES-2023-382 : Payment Authorization - W.W. Grainger)

Atkins, John

From: Grainger <Grainger@service.grainger.com>
Sent: Friday, January 6, 2023 10:51 AM
To: Atkins, John
Subject: Grainger Online Order Confirmation #1468819640 / P.O. #2310003

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.

GRAINGER

[My Account](#) | [Order History](#) | [Help](#) | [All Products](#)

ORDER CONFIRMATION

Hello John Atkins,

Thank you for placing an order with Grainger. We confirm that the following order has been received.

ORDER DETAILS

Order # 1468819640

PO # 2310003

Company Name : TOWN OF
AMHERST WATER POL

[VIEW ORDER HISTORY](#)

[CHECK ORDER STATUS](#)

ORDER SUMMARY

Subtotal **\$2,800.07**

Estimated Tax **\$0.00**

Estimated Shipping **\$0.00**

Estimated Total \$2,800.07

Availability, Shipping, Tax & Promotions are not final until your order is processed. All final charges will be reflected on the associated invoice.

DELIVERY METHOD

SHIPPING ADDRESS

Town Of Amherst Water Pol
 455 Tonawanda Creek Rd
 Buffalo, NY 14228-1230
 US

PAYMENT METHOD

Grainger Account ****0282

SHIPPING LABEL / PACKING LIST

Phone Ext 8011

MY PURCHASED PRODUCTS

Attachment: Grainger Vouchers (RES-2023-382 : Payment Authorization - W.W. Grainger)



HANKISON
 Ref Comp Air Dryer, 50 Cfm, 250 Psi
 Item # 3YA47
 Price \$2,680.46 / each

STATUS
 Preparing to Ship
 Expected to Arrive Mon Jan 9*

TOTAL \$2,680
QTY 1

PO Line # 1



BALDWIN FILTERS
 Fuel Filter, 3-1/4 X 3-11/16 X 3-1/4 In
 Item # 49T308
 Price \$18.58 / each

STATUS
 Preparing to Ship
 Expected to Arrive Mon Jan 9*

TOTAL \$37.16
QTY 2

PO Line # 2



WESTWARD
 Putty Knife, Flexible, 3", Ss
 Item # 46A918
 Price \$7.61 / each

STATUS
 Preparing to Ship
 Expected to Arrive Mon Jan 9*

TOTAL \$38.05
QTY 5

PO Line # 3



VIKAN
 Floor Scraper, Stiff, 10-1/4", Ss
 Item # 2RWJ7
 Price \$44.40 / each

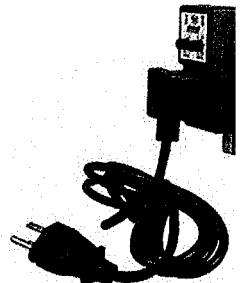
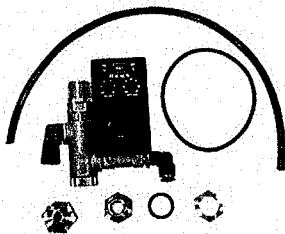
STATUS
 Preparing to Ship
 Expected to Arrive Mon Jan 9*

TOTAL \$44.40
QTY 1

PO Line # 4

*Within the continental U.S. when your order is received by 5 p.m. local time at your local shipping facility, which may be in a different time zone from you. Deliveries occur Monday-Friday, excluding holidays. Currently subject to limited product availability on select high-demand, pandemic related items.

FOR YOUR CONSIDERATION





PACKING LIST

Page 1 of 13.S.3.a

FOR THE ONES WHO GET IT DONE

Click: www.grainger.com | Call: 1-800-GRAINGER (472-4643)WW GRAINGER NEW JERSEY DC
400 BORDENTOWN-HEDDING RD
BORDENTOWN NJ 08505**Ship To**TOWN OF AMHERST WATER POL
455 Tonawanda Creek Rd
Buffalo NY 14228-1230

ATTN:

Sold ToTOWN OF AMHERST WATER POL
455 TONAWANDA CREEK RD
BUFFALO NY 14228-1230**SPECIAL INSTRUCTIONS**

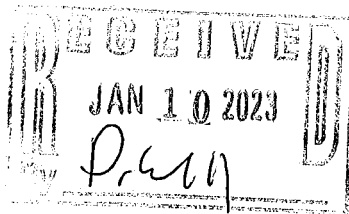
BOX ID U861522519

PO Number	2310003
Delivery Number	6576699687
Account Number	801180282
Caller	JOHN ATKINS
Telephone	7166884804
PO Release Number	
Project/Job Number	
Department	
Order Date	01/06/2023
Ship Date	01/06/2023
Requisitioner	
Employee Contact	PICCLNT000
Carrier	FDX GROUND
Order Type	SH
Debit/Credit Code	Z001
Cartons Shipped	2

Please reference DELIVERY NUMBER 6576699687 on all remittance and correspondence.

Your Order Number is: 1468819640

PO Line	Item #	Item Description	Quantity Shipped	Shipped from other location	Back ordered	Tax	Unit Price	Total
1	3YA47	Ref Comp Air Dryer,50 cfm,250 psi	1	0	0	E	2680.46	2680.
2	49T308	Fuel Filter,3-1/4 x 3-11/16 x 3-1/4 In	2	0	0	E	18.58	37.
3	46A918	Putty Knife,Flexible,3",SS	5	0	0	E	7.61	38.
4	2RWJ7	Floor Scraper,Stiff,10-1/4",SS	1	0	0	E	44.40	44.



Subtotal	2800.
Tax	0.
Shipping	0.
Total	2800.0

We'd love to hear your feedback about this order. Go to www.grainger.com/survey and tell us what you think.THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (i) DISPUTE RESOLUTION REMEDIES, AND (ii) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT WWW.GRAINGER.COM.PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT WWW.GRAINGER.COM/RETURNS

THESE ITEMS ARE SOLD FOR DOMESTIC CONSUMPTION IN THE UNITED STATES. IF EXPORTED, PURCHASER ASSUMES FULL RESPONSIBILITY FOR COMPLIANCE WITH US EXPORT CONTROLS.



Packet Pg. 430

Attachment: Grainger Vouchers (RES-2023-382 : Payment Authorization - W.W. Grainger)

46A903	Scaper, Flexible 4" Carbon Steel	EA	1	WESTWARD	46A903	Hand Tools	\$11.08	15.00%	1.07%	15.07%	\$9.30
46A904	Joint Knife, Flexible 6" Carbon Steel	EA	1	WESTWARD	46A904	Hand Tools	\$7.09	15.00%	5.08%	15.08%	\$5.95
46A905	Joint Knife, Flexible 6" Carbon Steel	EA	1	WESTWARD	46A905	Hand Tools	\$7.43	15.00%	1.02%	15.02%	\$6.24
46A906	Scaper, Stiff 1-1/4" SS	EA	1	WESTWARD	46A906	Hand Tools	\$9.43	11.00%	16.04%	12.04%	\$8.38
46A907	Joint Knife, Flexible 4" SS	EA	1	WESTWARD	46A907	Hand Tools	\$11.47	15.00%	0.08%	15.08%	\$9.76
46A908	Joint Knife, Flexible 5" SS	EA	1	WESTWARD	46A908	Hand Tools	\$10.51	11.00%	5.08%	15.08%	\$8.92
46A909	Joint Knife, Flexible 5" SS	EA	1	WESTWARD	46A909	Hand Tools	\$13.28	15.00%	0.06%	15.06%	\$11.26
46A910	Painters Tool, Stiff 3-1/4" SS	EA	1	WESTWARD	46A910	Hand Tools	\$10.36	15.00%	0.64%	15.64%	\$8.74
46A911	Painters Tool, Stiff 3-1/4" SS	EA	1	WESTWARD	46A911	Hand Tools	\$11.47	11.00%	5.04%	15.04%	\$9.63
46A912	Pully Knife, Stiff 1-1/2" SS	EA	1	WESTWARD	46A912	Hand Tools	\$5.60	11.00%	8.11%	19.11%	\$4.53
46A913	Pully Knife, Stiff 3" SS	EA	1	WESTWARD	46A913	Hand Tools	\$9.41	11.00%	18.01%	29.01%	\$5.68
46A914	Pully Knife, Flexible 2" SS	EA	1	WESTWARD	46A914	Hand Tools	\$5.62	11.00%	5.01%	16.01%	\$4.72
46A915	Pully Knife, Flexible 1-1/2, 3" W 2 Pc.	EA	1	WESTWARD	46A915	Hand Tools	\$17.63	11.00%	19.01%	30.01%	\$12.34
46A916	Pully Knife, Flexible 1-1/2, 3" W 2 Pc.	EA	1	WESTWARD	46A916	Hand Tools	\$17.63	11.00%	19.01%	30.01%	\$12.34
46A917	Pully Knife, Flexible 3" SS	EA	1	WESTWARD	46A917	Hand Tools	\$6.86	11.00%	4.80%	15.80%	\$5.79
46A918	Pully Knife, Flexible 3" SS	EA	1	WESTWARD	46A918	Hand Tools	\$8.87	11.00%	6.02%	17.02%	\$7.36
46A919	Pully Knife, Stiff 1-1/2" SS	EA	1	WESTWARD	46A919	Hand Tools	\$8.71	15.00%	0.04%	15.04%	\$7.40
46A920	Pully Knife, Stiff 1-1/2" SS	EA	1	WESTWARD	46A920	Hand Tools	\$9.56	15.00%	1.11%	16.11%	\$8.02
46A921	Hand Saw, 20 in Blade 9 TPI Hardwood	EA	1	WESTWARD	46A921	Hand Tools	\$32.91	11.00%	20.02%	31.02%	\$22.70
46A924	Hand Saw, 20 in Blade 9 TPI Hardwood	EA	1	WESTWARD	46A924	Hand Tools	\$24.52	15.00%	0.01%	15.01%	\$20.84
46A926	Hand Saw, Tool Box, 15 in Blade 9 TPI Wood	EA	1	WESTWARD	46A926	Hand Tools	\$20.96	11.00%	19.01%	30.01%	\$14.67
46A927	PVC Saw, 12 in Blade, 10 TPI Alum/TPR	EA	1	WESTWARD	46A927	Hand Tools	\$22.43	11.00%	28.00%	37.00%	\$14.13
46A982	Tape Trap, Tool Trap	EA	1	ERGODYNE	46A982	Hand Tools	\$33.93	11.00%	28.00%	37.00%	\$22.16
46AN71	Coax Cable Striper 4-1/2 in L Plastic	EA	1	IDEAL	46AN71	Hand Tools	\$24.27	15.00%	0.04%	15.04%	\$20.62
46AN72	Communications Tool Kit No. of Pcs 4	EA	1	IDEAL	46AN72	Hand Tools	\$59.38	11.00%	3.01%	14.01%	\$51.06
46AN74	Pipe Die Set, Steel, 1/2 in to 1-1/2 in.	EA	1	METAL PRO	46AN74	Hand Tools	\$2,856.02	15.00%	10.00%	25.00%	\$2,127.01
46AX48	Impact SK Steel Bk Oxd 3/2 mm	EA	1	PROTO	46AX48	Hand Tools	\$159.72	11.00%	3.00%	14.00%	\$134.04
46AX50	Impact SK Steel Bk Oxd 41 mm	EA	1	PROTO	46AX50	Hand Tools	\$418.74	11.00%	3.57%	14.57%	\$380.41
46AX51	Impact SK Steel Bk Oxd 41 mm	EA	1	PROTO	46AX51	Hand Tools	\$153.12	11.00%	3.00%	14.00%	\$130.81
46AX56	Impact SK Steel Bk Oxd 57 mm	EA	1	PROTO	46AX56	Hand Tools	\$353.44	11.00%	3.00%	14.00%	\$303.48
46AX64	Impact SK Steel Bk Oxd 80 mm	EA	1	PROTO	46AX64	Hand Tools	\$324.00	11.00%	3.00%	14.00%	\$283.48
46AX66	Impact SK Steel Bk Oxd 85 mm	EA	1	PROTO	46AX66	Hand Tools	\$354.17	11.00%	3.00%	14.00%	\$312.28
46AX68	Impact SK Steel Bk Oxd 90 mm	EA	1	PROTO	46AX68	Hand Tools	\$633.83	11.00%	22.00%	33.00%	\$424.06
46AX71	Impact SK Steel Bk Oxd 42 mm	EA	1	PROTO	46AX71	Hand Tools	\$54.09	11.00%	5.07%	16.07%	\$45.40
46AX73	Impact SK Steel Bk Oxd 55 mm	EA	1	PROTO	46AX73	Hand Tools	\$92.89	11.00%	3.56%	14.56%	\$79.19
46C007	Del Face Engineers Hammer Non-Spark 3 lb	EA	1	AMPCO	46C007	Hand Tools	\$157.87	11.00%	37.00%	48.00%	\$82.09
46C009	Breaker Bar, 1/2 in, D7 12 in	EA	1	AMPCO	46C009	Hand Tools	\$193.77	11.00%	23.00%	34.00%	\$127.88
46C010	Socket Extension 9/16 x 11 in Natural	EA	1	AMPCO	46C010	Hand Tools	\$48.03	11.00%	7.01%	18.01%	\$39.38
46C011	Cold Chisel 1-1/16 in x 8-1/4 in.	EA	1	AMPCO	46C011	Hand Tools	\$72.86	11.00%	31.01%	42.01%	\$42.25
46C012	Cold Chisel 3/4 in x 9 in.	EA	1	AMPCO	46C012	Hand Tools	\$56.34	11.00%	28.01%	37.01%	\$33.49
46C013	Cold Chisel 3/4 in x 6 in.	EA	1	AMPCO	46C013	Hand Tools	\$37.64	11.00%	28.00%	39.00%	\$22.96
46C014	Combo Wrench Bronze Metric 15 deg.	EA	1	AMPCO	46C014	Hand Tools	\$103.79	11.00%	35.01%	46.01%	\$56.04
46C015	Solid Round Nut Driver, 5/16 in	EA	1	AMPCO	46C015	Hand Tools	\$76.21	11.00%	8.00%	19.00%	\$61.73
46C017	Socket Extension, Natural, D7 1/2 in	EA	1	AMPCO	46C017	Hand Tools	\$182.95	11.00%	5.00%	16.00%	\$153.67
46C018	Cross Peen Hammer Non-Spark 2-1/2 lb	EA	1	AMPCO	46C018	Hand Tools	\$169.04	11.00%	4.01%	15.01%	\$147.75
46C019	Drift Pin, Bare Non-Spark 9/16x1-1/16x8	EA	1	AMPCO	46C019	Hand Tools	\$62.95	11.00%	22.01%	33.01%	\$44.17
46C020	Scraper, Stiff, 3-1/2" Nickel Copper	EA	1	AMPCO	46C020	Hand Tools	\$42.11	11.00%	20.01%	31.01%	\$29.85
46C022	Cold Chisel 9/16 in x 12 in.	EA	1	AMPCO	46C022	Hand Tools	\$44.89	11.00%	28.00%	39.00%	\$27.26
46C023	Cold Chisel 7/8 in x 9 in.	EA	1	AMPCO	46C023	Hand Tools	\$61.34	11.00%	25.01%	36.01%	\$39.25
46C024	Non-Spark Slotted Screwdriver, 5/32 in	EA	1	AMPCO	46C024	Hand Tools	\$23.57	15.00%	1.00%	16.00%	\$19.78
46C025	Cross Peen Hammer Non-Spark 1-1/2 lb	EA	1	AMPCO	46C025	Hand Tools	\$139.81	11.00%	28.00%	39.00%	\$85.28
46C026	Non-Spark Slotted Screwdriver, 1/4 in	EA	1	AMPCO	46C026	Hand Tools	\$28.53	11.00%	9.01%	20.01%	\$22.82
46C027	Breaker Bar, 3/4 in, D7 18 in.	EA	1	AMPCO	46C027	Hand Tools	\$301.88	11.00%	7.00%	18.00%	\$247.54
46C028	Rebar Piercing Handle, 14-1/4 W 60-1/4 L	EA	1	AMPCO	46C028	Hand Tools	\$309.33	11.00%	11.00%	22.00%	\$241.27
46C029	Striking Wrench 16 P, 1-5/16 x 7-1/2 in	EA	1	AMPCO	46C029	Hand Tools	\$164.39	11.00%	26.00%	37.00%	\$103.56
46C031	Socket Extension 1 3/16 x 18 in Natural	EA	1	AMPCO	46C031	Hand Tools	\$59.82	11.00%	10.01%	21.01%	\$47.06
46C032	Repl Hack Saw Blade Non-Spark 11-3/4 in	EA	1	AMPCO	46C032	Hand Tools	\$65.56	11.00%	38.00%	50.00%	\$32.78
46C033	Matlock Non-Spark 5.4 lb, 16-1/4 in L	EA	1	AMPCO	46C033	Hand Tools	\$135.66	11.00%	15.00%	26.00%	\$104.54
46C034	Combo Wrench Bronze SAE, 15 deg.	EA	1	AMPCO	46C034	Hand Tools	\$194.43	11.00%	35.00%	46.00%	\$123.25
46C035	Combo Wrench Bronze SAE, 15 deg.	EA	1	AMPCO	46C035	Hand Tools	\$194.43	11.00%	35.00%	46.00%	\$123.25
46C036	Striking Wrench 6 P, 2-3/8 x 13-1/4 in	EA	1	AMPCO	46C036	Hand Tools	\$338.29	11.00%	21.00%	32.00%	\$239.03
46C038	Striking Wrench 6 P, 1-1/2 x 8-3/4 in	EA	1	AMPCO	46C038	Hand Tools	\$185.44	11.00%	42.00%	53.00%	\$92.72
46C039	Striking Wrench 6 P, 1-1/2 x 8-3/4 in	EA	1	AMPCO	46C039	Hand Tools	\$174.58	11.00%	42.00%	53.00%	\$88.05
46C040	Box End Wrench 19-1/4 L	EA	1	AMPCO	46C040	Hand Tools	\$371.35	15.00%	0.00%	15.00%	\$315.64
46C042	Striking Wrench 6 P, 2-9/16 x 13-1/2 in	EA	1	AMPCO	46C042	Hand Tools	\$52.66	15.00%	0.00%	15.00%	\$47.16
46C043	Socket Double End Straight, 1/8 x 6 in L	EA	1	AMPCO	46C043	Hand Tools	\$194.36	11.00%	22.00%	33.00%	\$130.22
46C044	Flange Wrench Non-Spark 2 x 8 in	EA	1	AMPCO	46C044	Hand Tools	\$89.00	11.00%	11.00%	22.00%	\$69.42
46C045	Solid Round Nut Driver, 3/8 in	EA	1	AMPCO	46C045	Hand Tools	\$199.17	11.00%	25.01%	36.01%	\$139.06
46C046	Box End Wrench 15-1/8 L	EA	1	AMPCO	46C046	Hand Tools	\$199.17	11.00%	25.01%	36.01%	\$139.06
46C047	Combo Wrench Bronze SAE, 15 deg.	EA	1	AMPCO	46C047	Hand Tools	\$720.37	11.00%	26.00%	37.00%	\$453.53
46C048	Cold Chisel 3/4 in x 14-1/2 in	EA	1	AMPCO	46C048	Hand Tools	\$70.48	11.00%	28.00%	39.00%	\$44.99
46C049	Socket Extension, Natural, D7 3/4 in	EA	1	AMPCO	46C049	Hand Tools	\$509.51	11.00%	7.00%	18.00%	\$417.75
46C049	Cross Peen Hammer Non-Spark 3-1/2 lb	EA	1	AMPCO	46C049	Hand Tools	\$185.02	11.00%	47.01%	53.01%	\$85.95

Packet Pg. 432

32565	Vacuum Pump, 2 1/2 hp, 1 Phase, 115/230V AC	EA	1	INGERSOLL RAND	4A1SA	Pneumatics	\$807.43	5.00%	23.00%	28.00%	\$577.02
32566	Vacuum Pump, 2 1/2 hp, 1 Phase, 115/230V AC	EA	1	INGERSOLL RAND	3A1SA	Pneumatics	\$822.71	5.00%	25.08%	30.08%	\$575.23
32567	Vacuum Pump, 1 1/4 hp, 1 Phase, 115/230V AC	EA	1	INGERSOLL RAND	2A1SA	Pneumatics	\$767.26	5.00%	17.00%	22.00%	\$588.46
400A10	Portable Air Compressor, 2.5 gal, Pancake	EA	1	INGERSOLL RAND	2906P1	Pneumatics	\$1,261.14	5.00%	19.00%	24.00%	\$590.86
401L81	Die Grinder, 0.8 hp, Straight, 27,000 RPM	EA	1	INGERSOLL RAND	182LNA1	Pneumatics	\$537.99	5.00%	13.00%	16.00%	\$387.15
402M49	Ratchet Air Powered, 3/8", 700 rpm	EA	1	INGERSOLL RAND	182L	Pneumatics	\$687.48	5.00%	11.33%	16.33%	\$358.47
402M50	Ratchet Air Powered, 3/8", 600 rpm	EA	1	INGERSOLL RAND	182K1	Pneumatics	\$970.58	5.00%	12.45%	17.45%	\$501.21
402M51	Ratchet Air Powered, 3/8", 600 rpm	EA	1	INGERSOLL RAND	172LNA1	Pneumatics	\$615.68	5.00%	11.41%	16.41%	\$351.48
402M52	Ratchet Air Powered, 3/8", 600 rpm	EA	1	INGERSOLL RAND	172L	Pneumatics	\$508.81	5.00%	12.46%	17.46%	\$249.86
405F67	Air Random Orbital Sander, 0.3 HP, Pad 5"	EA	1	INGERSOLL RAND	177282	Pneumatics	\$2,722.75	5.00%	30.06%	30.06%	\$2,220.13
405F68	Air Random Orbital Sander, 0.3 HP, Pad 5"	EA	1	INGERSOLL RAND	177285	Pneumatics	\$802.75	5.00%	25.00%	30.00%	\$561.92
405F69	Air Random Orbital Sander, 0.3 HP, Pad 5"	EA	1	INGERSOLL RAND	MX90B	Pneumatics	\$1,709.74	5.00%	14.25%	19.25%	\$1,380.61
405F70	Air Random Orbital Sander, 0.3 HP, Pad 5"	EA	1	INGERSOLL RAND	MX90A	Pneumatics	\$1,989.74	5.00%	17.00%	22.00%	\$1,651.99
405F71	Air Random Orbital Sander, 0.3 HP, Pad 5"	EA	1	INGERSOLL RAND	PH33AL8	Pneumatics	\$1,786.61	5.00%	8.00%	13.00%	\$1,154.35
405F72	Air Random Orbital Sander, 0.3 HP, Pad 5"	EA	1	INGERSOLL RAND	JH40C3	Pneumatics	\$3,872.75	5.00%	21.30%	18.25%	\$3,127.24
405F73	Air Random Orbital Sander, 0.3 HP, Pad 6"	EA	1	INGERSOLL RAND	SLK1B1	Pneumatics	\$2,387.46	5.00%	21.30%	26.30%	\$2,179.55
405F74	Air Random Orbital Sander, 0.3 HP, Pad 6"	EA	1	INGERSOLL RAND	HPR5-10	Pneumatics	\$868.25	5.00%	10.38%	15.38%	\$1,266.75
405F75	Air Random Orbital Sander, 0.3 HP, Pad 6"	EA	1	INGERSOLL RAND	HPR15	Pneumatics	\$1,191.72	5.00%	21.00%	26.00%	\$842.50
32568	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR25	Pneumatics	\$1,483.82	5.00%	22.11%	27.11%	\$1,067.94
32569	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR35	Pneumatics	\$1,613.08	5.00%	25.00%	30.00%	\$1,129.15
32570	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR50	Pneumatics	\$2,406.99	5.00%	39.38%	44.38%	\$1,338.52
32571	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR60	Pneumatics	\$781.15	5.00%	16.28%	21.28%	\$527.83
32572	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR65	Pneumatics	\$958.64	5.00%	16.28%	21.28%	\$754.63
32573	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR75	Pneumatics	\$1,435.09	5.00%	17.22%	22.22%	\$1,160.20
32574	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR85	Pneumatics	\$1,996.57	5.00%	20.34%	25.34%	\$1,480.62
32575	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR95	Pneumatics	\$2,405.06	5.00%	17.00%	22.00%	\$1,875.93
32576	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR105	Pneumatics	\$1,129.92	5.00%	24.00%	29.00%	\$802.24
32577	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR135	Pneumatics	\$1,198.35	5.00%	19.03%	24.03%	\$962.20
32578	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR165	Pneumatics	\$1,002.98	5.00%	14.00%	19.00%	\$812.11
32579	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR195	Pneumatics	\$1,090.37	5.00%	22.00%	27.00%	\$774.16
32580	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR215	Pneumatics	\$993.17	5.00%	22.00%	27.00%	\$725.01
32581	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR245	Pneumatics	\$539.92	5.00%	28.00%	33.00%	\$386.34
32582	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR275	Pneumatics	\$3,377.02	5.00%	13.44%	18.44%	\$2,436.47
32583	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR305	Pneumatics	\$3,986.97	5.00%	34.15%	39.15%	\$304.66
32584	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR335	Pneumatics	\$469.80	5.00%	30.14%	35.14%	\$320.06
32585	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR365	Pneumatics	\$491.04	5.00%	28.07%	33.07%	\$325.95
32586	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR395	Pneumatics	\$487.17	5.00%	27.02%	32.02%	\$322.66
32587	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR425	Pneumatics	\$510.93	5.00%	27.00%	32.00%	\$324.06
32588	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR455	Pneumatics	\$300.20	5.00%	19.00%	24.00%	\$216.14
32589	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR485	Pneumatics	\$305.65	5.00%	22.00%	27.00%	\$223.12
32590	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR515	Pneumatics	\$419.07	5.00%	17.00%	22.00%	\$326.87
32591	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR545	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32592	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR575	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32593	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR605	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32594	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR635	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32595	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR665	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32596	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR695	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32597	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR725	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32598	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR755	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32599	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR785	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32600	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR815	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32601	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR845	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32602	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR875	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32603	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR905	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32604	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR935	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32605	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR965	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32606	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR995	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32607	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1025	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32608	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1055	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32609	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1085	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32610	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1115	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32611	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1145	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32612	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1175	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32613	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1205	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32614	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1235	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32615	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1265	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32616	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1295	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32617	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1325	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32618	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1355	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32619	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1385	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32620	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1415	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32621	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1445	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32622	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1475	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32623	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1505	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32624	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1535	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32625	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1565	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32626	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1595	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32627	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1625	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32628	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1655	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32629	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1685	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32630	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1715	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32631	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1745	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32632	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1775	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32633	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1805	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32634	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1835	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32635	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1865	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32636	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1895	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32637	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1925	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32638	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1955	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32639	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR1985	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32640	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR2015	Pneumatics	\$2,209.19	5.00%	21.38%	26.38%	\$1,626.40
32641	Air Hammer, 3 1/2 in Stroke, 2,300 bpm	EA	1	INGERSOLL RAND	HPR2045	Pneumatics	\$2,209.19	5			

4	Adj. Wrench CV Steel Chrome, 6"	EA	1	STANLEY	87-588	Hand Tools	\$14.27	11.00%	34.06%	45.06%	\$7.84
2M147	Adj. Wrench CV Steel Chrome, 10"	EA	1	STANLEY	85-762	Hand Tools	\$30.99	11.00%	14.01%	25.01%	\$23.24
2M148	Axle Spro 9 21/32 Straight	EA	14	STANLEY	14-563	Hand Tools	\$18.24	11.00%	18.00%	29.00%	\$12.95
2M173	Magnetic Torpedo Level 19 In Groove	EA	1	STANLEY	43-511	Hand Tools	\$13.28	15.00%	0.66%	15.06%	\$11.28
2M175	Pickhook Std. 4 PC	EA	1	STANLEY	82-116	Hand Tools	\$11.06	12.06%	12.06%	23.06%	\$8.51
2M176	Black/Red Tool Storage Foam Inserts, Foam	EA	1	PROTO	DYBK	Hand Tools	\$136.76	11.00%	4.00%	15.00%	\$116.24
2M177	Blue/Yellow Tool Storage Foam Inserts	EA	1	PROTO	DYBL	Hand Tools	\$130.71	11.00%	4.00%	15.00%	\$111.10
2M178	Tape Measure, 1/2 in x 50 ft, Orange/Black	EA	1	CRESCENT LUFIN	FE50	Hand Tools	\$24.36	15.00%	4.33%	15.44%	\$20.60
2M179	Tape Measure, 1/2 in x 32 ft, Orange/Black	EA	1	CRESCENT LUFIN	FE100CME	Hand Tools	\$66.25	15.53%	0.00%	15.53%	\$55.96
2M181	Tape Measure, 3/4 in x 100 ft, Orange/Black	EA	1	CRESCENT LUFIN	PSFE100	Hand Tools	\$78.05	15.00%	0.00%	15.00%	\$66.35
2M182	Tape Measure, 3/4 in x 200 ft, Orange/Black	EA	1	CRESCENT LUFIN	PSFE200	Hand Tools	\$126.68	11.00%	19.00%	30.00%	\$88.67
2M183	Tape Measure, 3/4 in x 300 ft, Orange/Black	EA	1	CRESCENT LUFIN	PSFE300	Hand Tools	\$152.13	11.00%	13.01%	24.01%	\$115.61
2M184	Square Screwdriver, #2	EA	1	WESTWARD	2MWF1	Hand Tools	\$6.46	11.00%	37.15%	48.15%	\$3.36
2M185	Square Screwdriver, #4	EA	1	WESTWARD	2MWF2	Hand Tools	\$12.31	11.00%	33.03%	44.03%	\$6.89
2M186	First Tape, 3/16 in x 50 ft, Steel	EA	1	GREENLEE	FTFS43-50	Hand Tools	\$272.73	11.00%	30.00%	41.00%	\$160.51
2M187	First Tape, 3/16 in x 100 ft, Flex Steel	EA	1	GREENLEE	FTFS43-100	Hand Tools	\$458.56	11.00%	33.00%	44.00%	\$266.79
2M188	Fish Tape, 3/16 in x 100 ft, Nylon	EA	1	GREENLEE	FTFS36-50	Hand Tools	\$142.16	11.00%	22.01%	33.01%	\$95.24
2M189	Fish Tape, 3/16 in x 100 ft, Nylon	EA	1	GREENLEE	FTFS36-100	Hand Tools	\$211.77	11.00%	28.00%	39.00%	\$129.17
2M190	Cable Pulley Sheave Hook Type, 1/2 in	EA	1	GREENLEE	651	Hand Tools	\$434.92	11.00%	6.00%	17.00%	\$360.98
2M191	Cable Pulley Sheave Hook Type, 1/8 in	EA	1	GREENLEE	652	Hand Tools	\$739.20	11.00%	3.00%	14.00%	\$635.71
2M192	Cable Pulley Sheave Hook Type, 24 in	EA	1	GREENLEE	653	Hand Tools	\$854.39	11.00%	3.00%	14.00%	\$734.77
2M193	General Hand Tool Kit No. of Pcs. 12	EA	1	GREENLEE	0159-13	Hand Tools	\$374.51	11.00%	7.00%	20.00%	\$299.60
2M194	General Hand Tool Kit No. of Pcs. 17	EA	1	GREENLEE	0159-12	Hand Tools	\$549.91	11.00%	9.00%	20.00%	\$450.92
2M195	Pipe Cutter, Knockout Tool, 1/4 in Poly	EA	1	GRANGER APPROVED	2N1Y9	Hand Tools	\$42.56	11.00%	42.01%	53.01%	\$20.01
2N1Y3	Replacement Blade, Knockout Tool, For 2N1Y2	EA	1	GRANGER APPROVED	2N1Y3	Hand Tools	\$57.13	11.00%	44.01%	55.01%	\$25.70
2P1V19	Fix Rod Nut Driver, 1/4 in, 5/16 in	EA	1	IDEAL	9999V	Hand Tools	\$12.64	11.00%	15.11%	26.11%	\$9.34
2P1V19	Masonry Brush, White 5 in	EA	1	TOUGH GUY	2P1V1	Hand Tools	\$12.07	15.00%	0.08%	15.08%	\$10.25
2P1V2	Masonry Brush, White 2 in	EA	1	TOUGH GUY	2P1V2	Hand Tools	\$7.64	11.00%	15.06%	26.06%	\$5.65
2Q120	O Ring	EA	1	PROTO	JCTR10-7A	Hand Tools	\$3.89	11.00%	11.11%	22.11%	\$3.03
2Q121	Repair Kit	EA	1	PROTO	JCTR10RK	Hand Tools	\$113.89	15.00%	0.09%	15.09%	\$96.80
2Q122	Track Slide Assembly	EA	1	PROTO	JXTS-16-250	Hand Tools	\$7.09	15.00%	0.01%	15.01%	\$5.82
2R1K6	Locking C-Clamp, 18" Cap, 8-1/2" Throat	EA	1	KEVIN VISE-GRIP	18SP	Hand Tools	\$51.81	11.00%	3.01%	14.01%	\$44.55
2R1K7	Locking C-Clamp, 18" Cap, 8-1/2" Throat	EA	1	KEVIN VISE-GRIP	18R	Hand Tools	\$46.46	11.00%	26.01%	36.01%	\$29.23
2R1K8	Socket Screwdriver, 1/2 in	EA	1	KEIN TOOLS	600-12	Hand Tools	\$36.05	11.00%	16.02%	27.02%	\$28.31
2R1K9	Socket Screwdriver, 1/2 in	EA	1	KEIN TOOLS	650/75	Hand Tools	\$80.85	11.00%	17.00%	28.00%	\$66.21
2R1P1	Screwdriver Set, NMPFS2	EA	1	KEIN TOOLS	95072	Hand Tools	\$36.53	15.00%	0.00%	15.00%	\$31.05
2R1P2	Screwdriver Set, NMPFS4	EA	1	KEIN TOOLS	95072	Hand Tools	\$50.99	11.00%	17.01%	28.01%	\$36.71
2R1P3	Square Screwdriver, #0	EA	1	KEIN TOOLS	95664	Hand Tools	\$14.51	11.00%	11.06%	22.06%	\$11.31
2R1P4	Screw Starter, Studded, 5/16 in	EA	1	VACO	860	Hand Tools	\$16.35	11.00%	9.00%	20.00%	\$12.55
2R1P5	Hollow Round Nut Driver, 1/4 in	EA	1	KEIN TOOLS	610-1/4M	Hand Tools	\$15.01	11.00%	3.06%	14.06%	\$12.45
2R1P6	Hollow Round Nut Driver, 5/16 in	EA	1	KEIN TOOLS	610-5/16M	Hand Tools	\$16.17	11.00%	3.08%	14.08%	\$14.12
2R1P7	Hollow Round Nut Driver, 11/32 in	EA	1	KEIN TOOLS	630-11/32M	Hand Tools	\$16.43	11.00%	3.04%	14.04%	\$14.06
2R1P8	Hollow Round Nut Driver, 3/8 in	EA	1	KEIN TOOLS	630-3/8M	Hand Tools	\$17.52	11.00%	3.05%	14.05%	\$15.06
2R1P9	Hollow Round Nut Driver, 7/16 in	EA	1	KEIN TOOLS	630-7/16M	Hand Tools	\$19.36	11.00%	5.01%	16.01%	\$17.37
2R1K1	Hollow Round Nut Driver, 1/2 in	EA	1	KEIN TOOLS	630-1/2M	Hand Tools	\$20.68	11.00%	3.01%	14.01%	\$18.13
2R1K2	Hollow Round Nut Driver, 3/16 in	EA	1	KEIN TOOLS	646-3/16M	Hand Tools	\$15.27	11.00%	3.01%	14.01%	\$13.13
2R1K3	Hollow Round Nut Driver, 11/32 in	EA	1	KEIN TOOLS	646-11/32M	Hand Tools	\$17.20	11.00%	3.02%	14.02%	\$14.79
2R1K4	Hollow Round Nut Driver, 3/8 in	EA	1	KEIN TOOLS	646-3/8M	Hand Tools	\$21.40	11.00%	3.02%	14.02%	\$18.40
2R1K5	Hollow Round Nut Driver, 7/16 in	EA	1	KEIN TOOLS	646-7/16M	Hand Tools	\$21.60	11.00%	3.01%	14.01%	\$18.41
2R1K6	Hollow Round Nut Driver, 1/2 in	EA	1	KEIN TOOLS	646-1/2M	Hand Tools	\$21.60	11.00%	3.01%	14.01%	\$18.41
2R1K7	Hollow Round Nut Driver, 5/8 in	EA	1	KEIN TOOLS	631M	Hand Tools	\$21.60	11.00%	3.01%	14.01%	\$18.41
2R1K8	Fastener-Holding Nut Driver Set	EA	1	KEIN TOOLS	32500	Hand Tools	\$27.12	11.00%	4.62%	15.62%	\$23.32
2R1K9	Multi-Bit Screwdriver, 11-in-1, SAE	EA	1	UNGER	SH25C	Hand Tools	\$31.19	15.00%	1.81%	16.18%	\$26.32
2R1K1	Scraper, Stiff, 4" Carbon Steel	EA	1	UNGER	SR400	Hand Tools	\$57.35	11.00%	3.00%	14.00%	\$49.46
2R1K2	Scraper, Stiff, 1-1/2" Carbon Steel	EA	100	UNGER	SR810	Hand Tools	\$56.67	11.00%	3.00%	14.00%	\$49.46
2R1K3	Replacement Blade, 1-1/2 in, L PK100	PK	1	UNGER	HDSSD	Hand Tools	\$42.72	11.00%	13.02%	24.02%	\$32.46
2R1K4	Bucket Organizer Black	EA	1	UNGER	BB010	Hand Tools	\$47.857	15.00%	0.00%	17.00%	\$40.66
2R1K5	Replacement Cutter, Wheel For 2R1K4	EA	1	ENERPAC	STB-01H	Hand Tools	\$4.8037	11.00%	3.01%	14.01%	\$3.89
2R1K6	Hydraulic Pipe Bender	EA	1	ENERPAC	29102	Hand Tools	\$45.34	11.00%	3.01%	14.01%	\$38.99
2R1K7	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29103	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K8	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29104	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K9	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29105	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K10	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29106	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K11	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29112	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K12	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29113	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K13	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29114	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K14	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29115	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K15	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29116	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K16	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29117	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K17	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29118	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K18	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29119	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K19	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29120	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K20	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29121	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K21	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29122	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K22	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29123	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K23	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29124	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K24	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29125	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K25	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29126	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K26	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29127	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K27	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29128	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K28	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29129	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K29	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29130	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K30	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29131	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K31	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29132	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K32	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29133	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K33	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29134	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K34	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29135	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K35	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29136	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K36	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29137	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K37	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29138	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K38	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29139	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K39	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29140	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K40	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29141	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K41	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29142	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K42	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29143	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K43	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29144	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K44	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29145	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K45	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29146	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K46	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29147	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K47	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29148	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K48	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29149	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K49	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29150	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17
2R1K50	Floor Scraper, Stiff, 10-1/4" SS	EA	1	VKAN	29151	Hand Tools	\$45.34	11.00%	7.02%	18.02%	\$37.17

Packet Pg. 4353500023262PL_WWGrainge

El Niño/Southern Oscillation (ENSO) is the most prominent natural climate variability on the global scale. It is characterized by a shift in the position of the equatorial convection zone, which is associated with changes in the sea surface temperature (SST) and precipitation patterns. The ENSO cycle typically lasts 2-7 years, with the warm phase (El Niño) and the cold phase (La Niña) alternating. The warm phase is characterized by a shift of the convection zone to the east, leading to increased rainfall and SST warming in the eastern equatorial Pacific. The cold phase is characterized by a shift of the convection zone to the west, leading to decreased rainfall and SST cooling in the eastern equatorial Pacific. The ENSO cycle has a significant impact on the global climate system, affecting weather patterns, sea level rise, and ocean circulation. The study of ENSO is crucial for understanding the Earth's climate system and for predicting future climate changes.

Packet Pg. 436

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ITEM #	CONTRACTOR:	W.W. Grainger, Inc.	Item Description:	Unit of Measure (UOM):	Units Per Unit of Measure (UPUOM):	PRODUCT CATEGORY:	Manufacturer Name:	Manufacturer's Part Number:	MINIMUM CATEGORY DISCOUNT:	List Price:	Total Discount:	DATE:	NYS Contract Price:	NYS Contract Price Includes Shipping:
27238	Bidder's/Contractor's Part Number:					Pneumatics					5.0000%			04/05/23
11957	37543	Drill Air-Powered Field Grip, 1/4 in	EA	1		INGERSOLL RAND		5A15T4	\$	723.5200	11.9997%	\$	636.6995	Yes
11958	37545	Air Hammer, 4 in Stroke L, 1.480 bpm	EA	1		INGERSOLL RAND		4A25A	\$	815.1800	11.9997%	\$	717.3666	Yes
11959	37546	Air Hammer, 2 in Stroke L, 2.300 bpm	EA	1		INGERSOLL RAND		4A15A	\$	765.3300	12.0001%	\$	672.4889	Yes
11960	37571	Air Hammer, 3 in Stroke L, 1.725 bpm	EA	1		INGERSOLL RAND		3A15A	\$	764.7200	12.0005%	\$	680.5497	Yes
11961	37574	Air Hammer, 2 in Stroke L, 2.400 bpm	EA	1		INGERSOLL RAND		2A15A	\$	719.3300	11.9998%	\$	633.5398	Yes
11962	37582	Impact Wrench, Air Powered, 5000 rpm	EA	1		INGERSOLL RAND		2306R-1	\$	1,290.0800	11.9999%	\$	1,135.2805	Yes
11963	37589	Needle Scaler, 4,000 bpm, 5.8 lb	EA	1		INGERSOLL RAND		182L N41	\$	815.8200	12.0002%	\$	717.9200	Yes
11964	37590	Needle Scaler, 4,000 bpm, 4.1 lb	EA	1		INGERSOLL RAND		182L N41	\$	665.6000	11.9997%	\$	585.3300	Yes
11965	37591	Needle and Chisel Scaler, 4,000 bpm	EA	1		INGERSOLL RAND		182L N41	\$	1,099.0300	11.9997%	\$	955.3497	Yes
11966	37593	Needle Scaler, 4,500 bpm, 5.3 lb	EA	1		INGERSOLL RAND		172L N41	\$	617.1600	12.0001%	\$	543.1002	Yes
11967	37594	Chisel Scaler, 5,500 bpm, 3.7 lb	EA	1		INGERSOLL RAND		172L N41	\$	509.1600	12.0002%	\$	441.7198	Yes
11968	37598	Impact Wrench, Air Powered, 6000 rpm	EA	1		INGERSOLL RAND		1712B2	\$	2,752.3600	11.9999%	\$	2,422.0786	Yes
11970	37679	Air Paving Breaker, 1250 BPM, 65.0 CFM	EA	1		INGERSOLL RAND		1702S81	\$	840.6200	12.0001%	\$	739.7498	Yes
11971	37682	Air Paving Breaker, 1250 BPM, 65.0 CFM	EA	1		INGERSOLL RAND		MX90B	\$	1,709.7400	12.0001%	\$	1,505.5895	Yes
11972	37680	Air Paving Breaker, 1250 BPM, 49.0 CFM	EA	1		INGERSOLL RAND		MX90A	\$	1,902.6800	12.0001%	\$	1,674.3603	Yes
11973	37688	Air Rock Drill, 2000 RPM, 115.0 CFM	EA	1		INGERSOLL RAND		PR35A.8	\$	1,821.5700	12.0001%	\$	1,602.9798	Yes
11974	37644	Air Hammer, 3 1/2 in Stroke L, 2.300 bpm	EA	1		INGERSOLL RAND		JH40C3	\$	3,872.7500	12.0009%	\$	3,408.8200	Yes
11975	37972	Drill Air-Powered, 1/4 in, 1/4 in	EA	1		INGERSOLL RAND		900T	\$	2,545.8800	12.0001%	\$	2,240.3807	Yes
11976	37972	Ref Comp Air Dyer, 10 cfm, 250 psi	EA	1		GRANGER APPROVED		SLK1B1	\$	1,560.8400	11.9999%	\$	1,373.5408	Yes
11977	37943	Ref Comp Air Dyer, 15 cfm, 250 psi	EA	1		HANNSON		HPK5-10	\$	965.2800	11.9995%	\$	849.4600	Yes
11978	37944	Ref Comp Air Dyer, 25 cfm, 250 psi	EA	1		HANNSON		HPK15	\$	1,263.1200	11.9997%	\$	1,111.5494	Yes
11979	37945	Ref Comp Air Dyer, 35 cfm, 250 psi	EA	1		HANNSON		HPK25	\$	1,608.8800	12.0002%	\$	1,415.8200	Yes
11980	37946	Ref Comp Air Dyer, 50 cfm, 250 psi	EA	1		HANNSON		HPK35	\$	1,793.3700	11.9999%	\$	1,578.1692	Yes
11981	37947	Ref Comp Air Dyer, 50 cfm, 250 psi	EA	1		HANNSON		HPK50	\$	2,816.7900	12.0002%	\$	2,380.2704	Yes
11982	37949	Ref Comp Air Dyer, 10 cfm, 250 psi	EA	1		SPEEDAIR		37A48	\$	879.5700	12.0003%	\$	774.0198	Yes
11983	37950	Ref Comp Air Dyer, 15 cfm, 250 psi	EA	1		SPEEDAIR		37A50	\$	1,025.3100	12.0003%	\$	902.2697	Yes
11984	37951	Ref Comp Air Dyer, 25 cfm, 250 psi	EA	1		SPEEDAIR		37A52	\$	1,095.4900	12.0001%	\$	1,004.2399	Yes
11985	37952	Ref Comp Air Dyer, 35 cfm, 250 psi	EA	1		SPEEDAIR		37A53	\$	2,067.5500	12.0002%	\$	1,819.4399	Yes
11986	37953	Ref Comp Air Dyer, 50 cfm, 250 psi	EA	1		SPEEDAIR		37A55	\$	2,546.1800	11.9999%	\$	2,240.6497	Yes
11987	37954	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	1,107.3200	12.0001%	\$	974.4405	Yes
11988	37955	Screwdriver, Air-Powered, 45.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	1,180.6400	12.0003%	\$	1,038.9597	Yes
11989	37956	Screwdriver, Air-Powered, 20.4 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	1,058.2200	12.0003%	\$	931.2304	Yes
11990	37957	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	1,141.8200	12.0001%	\$	1,004.5005	Yes
11991	37958	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	1,046.7300	12.0002%	\$	920.2403	Yes
11992	37959	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	992.5900	12.0007%	\$	873.4802	Yes
11993	37960	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	547.7200	12.0007%	\$	481.0888	Yes
11994	37961	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	536.2100	12.0009%	\$	471.8600	Yes
11995	37962	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	2,803.3800	12.0002%	\$	2,465.8688	Yes
11996	37963	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	3,468.1100	11.9999%	\$	3,051.9403	Yes
11997	37964	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	475.6700	12.0005%	\$	418.5901	Yes
11998	37965	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	472.2200	12.0005%	\$	415.3500	Yes
11999	37966	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	478.5900	11.9998%	\$	421.1602	Yes
12000	37967	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	535.0300	11.9993%	\$	470.5301	Yes
12001	37968	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	2,869.6400	12.0001%	\$	2,472.4804	Yes
12002	37969	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	314.8200	12.0005%	\$	277.0400	Yes
12003	37970	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	314.8200	12.0005%	\$	277.0400	Yes
12004	37971	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	448.2400	12.0003%	\$	395.3299	Yes
12005	37972	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	2,705.9200	12.0002%	\$	2,381.2006	Yes
12006	37973	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	2,296.7200	12.0002%	\$	2,021.1090	Yes
12007	37974	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	2,603.9800	12.0000%	\$	2,281.9112	Yes
12008	37975	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	4,491.7600	12.0000%	\$	3,952.7400	Yes
12009	37976	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	4,968.1300	12.0000%	\$	4,371.9494	Yes
12010	37977	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	4,287.5700	12.0000%	\$	3,737.0516	Yes
12011	37978	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	773.2400	12.0002%	\$	680.4497	Yes
12012	37979	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	7105.1100	12.0000%	\$	6,252.4688	Yes
12013	37980	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	8,175.0700	12.0000%	\$	7,101.3216	Yes
12014	37981	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	3,046.6800	11.9999%	\$	2,681.0814	Yes
12015	37982	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	4,425.8900	12.0001%	\$	3,894.7788	Yes
12016	37983	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	5,579.9900	12.0000%	\$	4,910.3912	Yes
12017	37984	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	7,971.7100	12.0001%	\$	7,015.0968	Yes
12018	37985	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	437.1300	12.0010%	\$	384.6700	Yes
12019	37986	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	108.9700	12.0034%	\$	94.1300	Yes
12020	37987	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	225.7300	12.0011%	\$	198.6399	Yes
12021	37988	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	229.6900	12.0011%	\$	202.7500	Yes
12022	37989	Screwdriver, Air-Powered, 30.1 in-lb	EA	1		INGERSOLL RAND		17PNS1	\$	314.8300	12.0001%	\$	277.0507	Yes

Attachment 1 - Pricing - Group 39000 - Award 23262 - Industrial and Commercial Supplies and Equipment (Statewide)

CONTRACTOR:		W.W. Grainger, Inc.	CONTRACT #		PC69979	PRODUCT CATEGORY:		Hand Tools	MINIMUM QTY CATEGORY DISCOUNT:		DATE:	04/05/23
ITEM #:	Bidder's/Contractor's Part Number:	Item Description:	Unit of Measure (UOM):	Units Per Unit of Measure (UPUOM):	Manufacturer Name:	Manufacturer's Part Number:	List Price:	Total Discount:	NYS Contract Price:	NYS Contract Price Includes Shipping:		
8646	28V24	Replacement Blade Kwikcut(TM), For 44H30	EA	1	GRAINGER APPROVED	28V24	\$ 12.5400	14.9920%	\$ 10.6600	Yes		
8647	28V79	Flt Rnd Nut Driver, 1/4 in, 5/16 in	EA	1	IDEAL	9999V	\$ 12.6400	15.0316%	\$ 10.7400	Yes		
8648	20024	Black Tool Driver, Liner Roll Poly Foam	EA	1	PROTO	J9910	\$ 33.2700	14.9965%	\$ 28.2800	Yes		
8649	20121	Repair Kit	EA	1	PROTO	JCTR10RK	\$ 118.3800	15.0025%	\$ 100.6200	Yes		
8650	28D14	Bow Saw, 21 in Steel Blade	EA	1	WESTWARD	28D14	\$ 16.3400	14.9939%	\$ 13.8900	Yes		
8651	28D15	Replacement Bow Saw Steel Blade, 21 in	EA	1	WESTWARD	28D15	\$ 6.5900	15.0228%	\$ 5.6000	Yes		
8652	28D16	Bow Saw, 30 in Steel Blade	EA	1	WESTWARD	28D16	\$ 18.5400	14.9946%	\$ 15.7600	Yes		
8653	28D17	Replacement Bow Saw Steel Blade, 30 in	EA	1	WESTWARD	28D17	\$ 8.7800	15.0342%	\$ 7.4800	Yes		
8654	28K06	Locking C-Clamp, 18" 3/8 Cap, 9-1/2" Throat	EA	1	IRWIN VISE-GRIP	18SP	\$ 54.8100	14.9973%	\$ 46.5900	Yes		
8655	28K07	Locking C-Clamp, 18" 3/8 Cap, 9-1/2" Throat	EA	1	IRWIN VISE-GRIP	18R	\$ 48.4700	14.9973%	\$ 41.2000	Yes		
8656	28K08	Stalled Screwdriver, 1/2 in	EA	1	KLEIN TOOLS	600-12	\$ 36.5700	15.0123%	\$ 31.0800	Yes		
8657	28K09	Screwdriver Set, NMP-65	EA	1	KLEIN TOOLS	86075	\$ 80.8500	15.0031%	\$ 68.7200	Yes		
8658	28K09	Screwdriver Set, NMP-62	EA	1	KLEIN TOOLS	86072	\$ 36.7400	14.9973%	\$ 31.2300	Yes		
8659	28K02	Screwdriver Set, NMP-64	EA	1	KLEIN TOOLS	86664	\$ 51.7700	15.0087%	\$ 44.0000	Yes		
8660	28K03	Square Screwdriver, #0	EA	1	KLEIN TOOLS	600	\$ 14.5100	15.0241%	\$ 12.3300	Yes		
8661	28K04	Screw Starter, Stotted, 5/16 in	EA	1	KLEIN TOOLS	K44	\$ 17.2200	14.9826%	\$ 14.6400	Yes		
8662	28K05	Hollow Round Nut Driver, 1/4 in	EA	1	KLEIN TOOLS	610-14M	\$ 15.0100	14.9900%	\$ 12.7600	Yes		
8663	28K06	Hollow Round Nut Driver, 1/4 in	EA	1	KLEIN TOOLS	610-916M	\$ 16.1700	15.0278%	\$ 13.7400	Yes		
8664	28K08	Hollow Round Nut Driver, 11/32 in	EA	1	KLEIN TOOLS	630-1132M	\$ 16.4300	14.9726%	\$ 13.9700	Yes		
8665	28K09	Hollow Round Nut Driver, 3/8 in	EA	1	KLEIN TOOLS	630-3/8M	\$ 17.5200	15.0114%	\$ 14.8900	Yes		
8666	28K09	Hollow Round Nut Driver, 3/8 in	EA	1	KLEIN TOOLS	630-7/16M	\$ 19.3600	14.9793%	\$ 16.4600	Yes		
8667	28K02	Hollow Round Nut Driver, 1/2 in	EA	1	KLEIN TOOLS	850-1/2M	\$ 20.6800	14.9903%	\$ 17.5900	Yes		
8668	28K03	Hollow Round Nut Driver, 3/16 in	EA	1	KLEIN TOOLS	646-3/16M	\$ 15.2700	14.9867%	\$ 12.8900	Yes		
8669	28K04	Hollow Round Nut Driver, 11/32 in	EA	1	KLEIN TOOLS	646-11/32M	\$ 17.2000	15.0006%	\$ 14.6200	Yes		
8670	28K05	Hollow Round Nut Driver, 3/8 in	EA	1	KLEIN TOOLS	646-3/8M	\$ 18.2800	15.0055%	\$ 15.5200	Yes		
8671	28K06	Hollow Round Nut Driver, 7/16 in	EA	1	KLEIN TOOLS	646-7/16M	\$ 21.6500	15.0115%	\$ 18.4000	Yes		
8672	28K07	Hollow Round Nut Driver, 1/2 in	EA	1	KLEIN TOOLS	646-1/2M	\$ 21.0600	15.0047%	\$ 17.9600	Yes		
8673	28K08	Hollow Round Nut Driver, 5/8 in	EA	1	KLEIN TOOLS	631M	\$ 110.7500	14.9977%	\$ 94.4500	Yes		
8674	28K09	Fastener-Holding Nut Driver Set	EA	1	KLEIN TOOLS	32500	\$ 27.1200	15.0074%	\$ 23.0500	Yes		
8675	28K09	Multi-Bit Screwdriver, 11-1/4" SAE	EA	1	UNGER	SR25C	\$ 32.3100	15.0108%	\$ 27.4600	Yes		
8676	28K23	Scraper, Sift, #2 Carbon Steel	EA	1	UNGER	SR40	\$ 5.5400	14.9819%	\$ 4.7100	Yes		
8677	28K24	Scraper, Sift, 1-1/2" Carbon Steel	EA	1	UNGER	SR810	\$ 102.0700	14.9985%	\$ 86.7600	Yes		
8678	28K25	Replacement Blade, 1-1/2 in, L.P.K100	PK	100	UNGER	HDS50	\$ 45.4300	14.9995%	\$ 38.6200	Yes		
8679	28K26	Floor Scraper, Sift, #2 Carbon Steel	EA	1	UNGER	29102	\$ 45.4300	14.9901%	\$ 38.6200	Yes		
8680	28K26	Floor Scraper, Sift, 10-1/4" SS	EA	1	UNGER	29103	\$ 45.4300	14.9901%	\$ 38.6200	Yes		
8681	28K26	Floor Scraper, Sift, 10-1/4" SS	EA	1	UNGER	29104	\$ 45.4300	14.9901%	\$ 38.6200	Yes		
8682	28K27	Floor Scraper, Sift, 10-1/4" SS	EA	1	UNGER	29105	\$ 45.4300	14.9901%	\$ 38.6200	Yes		
8683	28K28	Floor Scraper, Sift, 10-1/4" SS	EA	1	UNGER	29106	\$ 45.4300	14.9901%	\$ 38.6200	Yes		
8684	28K29	Floor Scraper, Sift, 10-1/4" Nylon	EA	1	REMO	29112	\$ 45.1500	14.9845%	\$ 38.3800	Yes		
8685	28K29	Floor Scraper, Sift, 10-1/4" Nylon	EA	1	REMO	29113	\$ 45.1500	14.9845%	\$ 38.3800	Yes		
8686	28K30	Floor Scraper, Sift, 10-1/4" Nylon	EA	1	REMO	29114	\$ 45.1500	14.9845%	\$ 38.3800	Yes		
8687	28K31	Floor Scraper, Sift, 10-1/4" Nylon	EA	1	REMO	29115	\$ 45.1500	14.9845%	\$ 38.3800	Yes		
8688	28K32	Floor Scraper, Sift, 10-1/4" Nylon	EA	1	REMO	29116	\$ 45.1500	14.9845%	\$ 38.3800	Yes		
8689	28K33	Floor Scraper, Sift, 10-1/4" Nylon	EA	1	REMO	29117	\$ 45.1500	14.9845%	\$ 38.3800	Yes		
8690	28K34	Floor Scraper, Sift, 10-1/4" Nylon	EA	1	REMO	29118	\$ 45.1500	14.9845%	\$ 38.3800	Yes		
8691	28K35	Hackaw Frame Hdb Tension, 12 in, 24 TPI	EA	1	LENOX	12133-4H30	\$ 24.9500	15.0000%	\$ 21.2100	Yes		
8692	28K35	Hackaw Frame, Tension Ergo, 12 in, 24 TPI	EA	1	LENOX	12131-4H300	\$ 41.6120	15.0005%	\$ 35.3569	Yes		
8693	28K35	Codeless WrapUpWrap Kit, 4 Pc	EA	1	OK INDUSTRIES	PTX-KIT1	\$ 612.2200	14.9933%	\$ 520.3968	Yes		
8694	28K36	Codeless WrapUpWrap Kit, 4 Pc	EA	1	OK INDUSTRIES	PTX-KIT1DH	\$ 612.2200	14.9933%	\$ 520.3968	Yes		
8695	28K37	WrapUpWrap Bit and Sleeve Set, 22-24 AWG	EA	1	OK INDUSTRIES	DFB-B24	\$ 166.8600	14.9988%	\$ 141.6880	Yes		
8696	28K38	WrapUpWrap Bit and Sleeve Set, 22-24 AWG	EA	1	OK INDUSTRIES	DFB-B24	\$ 166.8600	15.0016%	\$ 140.7920	Yes		
8697	28K39	WrapUpWrap Bit and Sleeve Set, 22-24 AWG	EA	1	OK INDUSTRIES	DFB-B24	\$ 166.8600	15.0016%	\$ 140.7920	Yes		
8698	28K40	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.1300	15.0003%	\$ 160.7599	Yes		
8699	28K41	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 207.5400	17.6418%	\$ 176.4180	Yes		
8700	28K42	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8701	28K43	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8702	28K44	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8703	28K45	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8704	28K46	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8705	28K47	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8706	28K48	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8707	28K49	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8708	28K50	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8709	28K51	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8710	28K52	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8711	28K53	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8712	28K54	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8713	28K55	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8714	28K56	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8715	28K57	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8716	28K58	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8717	28K59	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8718	28K60	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8719	28K61	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8720	28K62	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8721	28K63	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8722	28K64	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8723	28K65	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8724	28K66	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8725	28K67	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8726	28K68	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8727	28K69	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8728	28K70	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8729	28K71	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8730	28K72	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8731	28K73	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8732	28K74	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8733	28K75	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8734	28K76	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8735	28K77	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8736	28K78	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8737	28K79	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8738	28K80	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8739	28K81	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8740	28K82	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8741	28K83	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUSTRIES	G100R-3278	\$ 189.7200	15.0011%	\$ 161.2599	Yes		
8742	28K84	Manual Wire Wrap Tool, 18-32 AWG	EA	1	OK INDUST							



50 MCKESSON PKWY
BUFFALO, NY 14225-5116
www.grainger.com

PAGE 1

13.S.3.a

ORIGINAL INVOICE

GRAINGER ACCOUNT NUMBER 801180282
INVOICE NUMBER 9565414811
INVOICE DATE 01/06/2023
DUE DATE 02/05/2023
AMOUNT DUE \$2,800.07

SHIP TO

TOWN OF AMHERST WATER POL
455 Tonawanda Creek Rd
Buffalo NY 14228-1230

PO NUMBER: 2310003
CALLER: JOHN ATKINS
CUSTOMER PHONE: 7166884804
ORDER NUMBER: 1468819640
INCO TERMS: FOB ORIGIN

RECEIVED JAN 09 2023

BILL TO
TOWN OF AMHERST WATER POL
455 TONAWANDA CREEK RD
BUFFALO NY 14228-1230

Pay invoices online at:
www.grainger.com/invoicing

THANK YOU! FEI NUMBER 36-1150280

FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 1-800-472-4643

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	3YA47	REF COMP AIR DRYER,50 CFM,250 PSI MANUFACTURER # HPR50	1	2,680.46	2,680.46
2	49T308	FUEL FILTER,3-1/4 X 3-11/16 X 3-1/4 IN MANUFACTURER # BF9887	2	18.58	37.16
3	46A918	PUTTY KNIFE,FLEXIBLE,3",SS MANUFACTURER # 46A918	5	7.61	38.05
4	2RWJ7	FLOOR SCRAPER,STIFF,10-1/4",SS MANUFACTURER # 29104	1	44.40	44.40
Delivery #6576699687 Date Shipped:01/06/2023 Carrier: FDX GROUND No:of Pkgs:2 Wt: 104.930 Trk #:627664504937 627664508417 SHIPPED FROM: DC BORDENTOWN 010 400 BORDENTOWN-HEDDING RD,BORDENTOWN,NJ 08505					

THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (I) DISPUTE RESOLUTION REMEDIES, AND (II) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT WWW.GRAINGER.COM PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT WWW.GRAINGER.COM/RETURNS

INVOICE SUB TOTAL 2,800.07

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for export controls. Diversion contrary to US law prohibited.

PAY THIS INVOICE - PAYMENT TERMS Net 30 days after inv IN U.S. DOLLARS.

AMOUNT DUE \$2,800.07

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:

TOWN OF AMHERST WATER POL
455 TONAWANDA CREEK RD
BUFFALO NY 14228-1230
UNITED STATES OF AMERICA

REMIT TO:

GRAINGER
DEPT. 801180282
PALATINE, IL 60038-0001

801180282956541481110002800071000000010000000100000023020553

X

ACCOUNT NUMBER

DATE

INVOICE NUMBER

AMOUNT DUE

801180282

01/06/2023

9565414811

\$2,800.07

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE

Packet Pg. 439

Attachment: Grainger Vouchers (RES-2023-382 : Payment Authorization - W.W. Grainger)

GRAINGER®

PAGE 1

ORIGINAL CREDIT MEMO

50 MCKESSON PKWY
 BUFFALO, NY 14225-5116
 www.grainger.com

GRAINGER ACCOUNT NUMBER 801180282
 CREDIT MEMO NUMBER 9621921163
 INVOICE DATE 02/27/2023
 ORIGINAL INVOICE 9512140873
 AMOUNT DUE 591.66CR

SHIP TO

TOWN OF AMHERST WATER POL
 455 Tonawanda Creek Rd
 Buffalo NY 14228-1230

PO NUMBER: 22210718
 CALLER: JOHN ATKINS
 CUSTOMER PHONE: 7166884804
 ORDER NUMBER: 1473742303
 INCO TERMS: FOB ORIGIN

RECEIVED FEB 28 2023

BILL TO
 TOWN OF AMHERST WATER POL
 455 TONAWANDA CREEK RD
 BUFFALO NY 14228-1230

Pay invoices online at:
www.grainger.com/invoicing

THANK YOU! FEI NUMBER 36-1150280

FOR QUESTIONS ABOUT THIS CREDIT MEMO CALL 1-800-472-4643

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	1CKX1	SAFETY RELIEF VALVE, 1-1/2IN, 50PSI, BRONZ CUST PART # 1CKX1 NYS #PC67235 MANUFACTURER # 1060710 Delivery #4038694501 Date Shipped: 02/27/2023 Carrier: FDX GROUND No: of Pkgs: Wt: 34.500 RETURNED TO: BUFFALO BRANCH 104 50 MCKESSON PKWY, BUFFALO, NY 14225-5116 4923	3	197.22	591.66

INVOICE SUB TOTAL 591.66

THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (I) DISPUTE RESOLUTION REMEDIES, AND (II) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT WWW.GRAINGER.COM
 PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT WWW.GRAINGER.COM/RETURNS

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for export controls. Diversion contrary to US law prohibited.

NO PAYMENT DUE - THIS CREDIT MEMORANDUM FOR YOUR RECORDS

CREDIT AMOUNT \$591.66 CR

NO PAYMENT DUE - PLEASE DEDUCT THIS CREDIT FROM YOUR NEXT REMITTANCE

BILL TO:

TOWN OF AMHERST WATER POL
 455 TONAWANDA CREEK RD
 BUFFALO NY 14228-1230
 UNITED STATES OF AMERICA

REMIT TO:

GRAINGER
 DEPT. 801180282
 PALATINE, IL 60038-0001

801180282962192116300000591661000000010000000100000023032991

X ACCOUNT NUMBER 801180282 DATE 02/27/2023 CREDIT MEMO NUMBER 9621921163 CREDIT AMOUNT 591.66CR

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE

Packet Pg. 440

Attachment: Grainger Vouchers (RES-2023-382 : Payment Authorization - W.W. Grainger)

WW GRAINGER BUFFALO BRANCH
BUFFALO BRANCH
50 MCKESSON PKWY
BUFFALO NY 14225-5116
Phone: 716-684-1000
Fax: 716-681-5334

This is a receipt only. Do not deduct from your payment. Original credit memo will follow in the mail.

Customer Information

TOWN OF AMHERST WATER POL
455 TONAWANDA CREEK RD
BUFFALO NY 14228-1230

Billing Information

TOWN OF AMHERST WATER POL
455 TONAWANDA CREEK RD
BUFFALO NY 14228-1230

Shipping Information

TOWN OF AMHERST WATER POL
455 Tonawanda Creek Rd
Buffalo NY 14228-1230

Information

Grainger Document Number 1473742303
Creation Date 02/27/2023
Grainger EIN Number 36-1150280
PO # 22210718
PO Create Date
PO Release #
Customer Number 801180282
Department Number
Project/Job Number
Requisitioner Name
Attention
Caller JOHN ATKINS
Telephone Number 7166884804
Page 1 / 2

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms® 2020: FOB ORIGIN
Freight Terms: Prepaid
Carrier: * See line item detail
Payment Terms: Net 30 days after invoice date

Special Instructions:

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
31	1CKX1	Safety Relief Valve, 1-1/2In, 50psi, Bronze		3.00	EA	197.22	591.66
		Manufacturer: APOLLO					
		Part Number: 1060710					
		Item Ordered:					
1		Customer Part No.: 1CKX1 NYS					
		#PC67235					
		Carrier: FDX GROUND					
		Origin: US					



Return

13.S.3.a

WW GRAINGER BUFFALO BRANCH
BUFFALO BRANCH
50 MCKESSON PKWY
BUFFALO NY 14225-5116
Phone: 716-684-1000
Fax: 716-681-5334

Information

Grainger Document Number 1473742303
Creation Date 02/27/2023
Customer Number 801180282
Page 2 / 2

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
-----------------	----------	-------------	----------------------	-----	------	-------	-----------------

Sub Total 591.66

Total USD \$ 591.66

These items are sold
for domestic
consumption in the
United States. If
exported, purchaser
assumes full
responsibility for
compliance with US
export controls.

This transaction is subject to W.W. Grainger, Inc. sales terms and conditions. For a copy, please visit the website at <http://www.grainger.com> or refer to the current catalog.

Upon the return for Credit and/or replacement of the above listed Grainger product(s), customer warrants and represents that no property damage or personal injury has resulted from use of returned product(s) and customer further agrees that it will not assert any claim against W. W. Grainger, Inc. its subsidiaries and divisions or its suppliers in any suit involving the above listed product(s).

Signature: _____

Picked Up By: _____

ID Number: _____

Attachment: Grainger Vouchers (RES-2023-382 : Payment Authorization - W.W. Grainger)



WW GRAINGER BUFFALO BRANCH
BUFFALO BRANCH
50 MGKESSON PKWY
BUFFALO NY 14225-5116
Phone: 716-684-1000
Fax: 716-681-5334

This is a receipt
only. Do not
deduct from your
payment. Original
credit memo will
follow in the mail.

Information	
Grainger Document Number	1473742303
Creation Date	02/27/2023
Grainger EIN Number	36-1150280
PO #	22210718
PO Create Date	
PO Release #	
Customer Number	801180282
Department Number	
Project/Job Number	
Requisitioner Name	
Attention	
Caller	JOHN ATKINS
Telephone Number	7166884804
Page	1 / 2

Freight Forwarder

Customer Information
TOWN OF AMHERST WATER POL 455 TONAWANDA CREEK RD BUFFALO NY 14228-1230

Billing Information
TOWN OF AMHERST WATER POL 455 TONAWANDA CREEK RD BUFFALO NY 14228-1230

Shipping Information
TOWN OF AMHERST WATER POL 455 Tonawanda Creek Rd Buffalo NY 14228-1230

We will deliver according to the following terms and conditions:

Incoterms® 2020: FOB ORIGIN
Freight Terms: Prepaid
Carrier: * See line item detail
Payment Terms: Net 30 days after invoice date

Special Instructions:

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
31	1CKX1	Safety Relief Valve, 1-1/2In, 50psi, Bronze Manufacturer: APOLLO Part Number: 1060710 Item Ordered: Customer Part No.: 1CKX1 NYS #PC67235 Carrier: FDX GROUND Origin: US		3.00	EA	197.22	591.66

Attachment: Grainger Vouchers (RES-2023-382 : Payment Authorization - W.W. Grainger)



Return

13.S.3.a

WW GRAINGER BUFFALO BRANCH
BUFFALO BRANCH
50 MCKESSON PKWY
BUFFALO NY 14225-5116
Phone: 716-684-1000
Fax: 716-681-5334

Information

Grainger Document Number 1473742303
Creation Date 02/27/2023
Customer Number 801180282
Page 2 / 2

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
-----------------	----------	-------------	----------------------	-----	------	-------	-----------------

Sub Total 591.66

Total USD \$ 591.66

These items are sold
for domestic
consumption in the
United States. If
exported, purchaser
assumes full
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compliance with US
export controls.

This transaction is subject to W.W. Grainger, Inc. sales terms and conditions. For a copy, please visit the website at <http://www.grainger.com> or refer to the current catalog.

Upon the return for Credit and/or replacement of the above listed Grainger product(s), customer warrants and represents that no property damage or personal injury has resulted from use of returned product(s) and customer further agrees that it will not assert any claim against W. W. Grainger, Inc. its subsidiaries and divisions or its suppliers in any suit involving the above listed product(s).

Signature: _____

Picked Up By: _____

ID Number: _____

Attachment: Grainger Vouchers (RES-2023-382 : Payment Authorization - W.W. Grainger)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 27404

RESOLUTION 2023-383
ADOPTED

WPCF Critical Repair – E 1615 Sludge Hauling Truck Cyncon Equipment, Inc. CRS No. 3991

The Engineering Department, WPCF division, is requesting that the Town Board authorize a not-to-exceed payment of \$9,000.00 for a critical repair being completed by Cyncon Equipment, Inc. to its sludge hauling truck, E-1615. The reason for this request is that the truck had to be taken out of service due to degrading hydraulic lines and cracked structural welds. As this truck is the division's only road worthy sludge hauling truck, the scope of repairs and critical need for the truck did not allow the time to process the request through CRS before obtaining approval. Cyncon repair estimate, # 21011, in the amount of \$7,550.23, is attached for review.

Funds for this request are available in G9916-4910.

This approval is contingent upon successful completion of the contract routing system.

Thank you for considering this request.

4/17/2023

Consent

FINANCIAL IMPACT:

NTE \$9,000.00; G9916-4910

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

Let this document stand as an Agreement between Cyncon Equipment, Inc. and the Town of Amherst permitting the Town of Amherst to have our Ampliroll Hook Lift repaired as stated on the attached estimate 21011, dated April 07, 2023. The term of this agreement will be from date of execution by the Town of Amherst and run from April 10, 2023 through May 31, 2023.

Agreed to and Accepted by:

TOWN OF AMHERST

Brian J. Kulpa
Supervisor

Date: _____

Title

Date: **April 10, 2023**



C O R P O R A T I O N
4750 14 Mile Road
ROCKFORD, MI. 49341
616-863-9155 PH 616-863-9177 FAX
E-mail: mike.forsyth@amplirollusa.com

CynCon Equipment Co.
7494 W. Henrietta Rd.
Rush, NY. 14543

16 March 2022

Attn: Mr. Rick Wilcox

Sir,

This is to advise you that you are the only factory authorized sales and service organization for the Ampliroll product line in upstate NY and surrounding areas.

Michael D Forsyth
Sales
Marrel Corp, Ampliroll Div.

Attachment: Cyncon Agreement (RES-2023-383 : WPCF Critical Repair for E-1615 Sludge Hauling Truck)

CYNCON

7494 West Henrietta Road
P.O. BOX 30
Rush, NY 14543

Estimate

Customer No.: 3043
Estimate No.: 21011

Estimate To: **Town of Amherst WPCF #16**

Accounts Payable-ATTN: Crystal Russell
455 Tonawanda Creek Road
Amherst, NY 14228

Ship To: **Town of Amherst WPCF #16**

Accounts Payable-ATTN: Crystal Russell
455 Tonawanda Creek Road
Amherst, NY 14228

Date		Ship Via		F.O.B.		Terms	
04/07/2023				Origin		Net 30	
Purchase Order Number			Sales Person			Required	
						04/07/2023	
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
				INSPECT AMPLIROLL HOOK LIFT MODEL AL160/1700 FOR PROPER OPERATION. CHECK HOIST MOUNTS, BOLTS, HYDRAULIC HOSES AND VALVES. ADVISE OF RECOMMENDED REPAIRS. HOIST SERIAL #15010243 VIN: 3BKBLJ0X7GF116140			
1			2030108001	HOIST HYDRAULIC CONTROL VALVE LEAKING. DISASSEMBLE VALVE, REPLACE O-RINGS AND REASSEMBLE. REPLACE BROKEN END CAP.			
6.000				DCV80 CONTROL CAP	135.51		135.51
				LABOR	112.00		672.00
1				REPLACE ALL HYDRAULIC HOSES TWO STINGER, TWO HOIST PUMP PRESSURE AND SUCTION HYDRAULIC HOSES & FITTINGS	1348.58		1348.58
6.000				LABOR	112.00		672.00
1			104133Q	HYDRAULIC PUMP LEAKING. REPLACE PUMP XP-63 PUMP	1351.37		1351.37
6.000				LABOR	112.00		672.00
1			094912E	STINGER SAFETY VALVE IS IN-OPERABLE. REPLACE SAFETY VALVE	444.03		444.03
1.000				LABOR	112.00		112.00
				SIX BODY MOUNTS HAVE CRACKED WELDS. GRIND OUT AND RE-WELD			
8.000				LABOR	112.00		896.00

Thank You

Attachment: Cyncon Agreement (RES-2023-383 : WPCF Critical Repair for E-1615 Sludge Hauling Truck)

CYNCON

7494 West Henrietta Road
P.O. BOX 30
Rush, NY 14543

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Amherst, NY 14228

Date		Ship Via		F.O.B.		Terms	
04/07/2023				Origin		Net 30	
Purchase Order Number			Sales Person			Required	
						04/07/2023	
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
2.000			014197H	RH SIDE FENDER MOUNTS CRACKED. GRIND OUT AND RE-WELD LABOR	112.00	224.00	
1				ONE STEEL HYD LINE CLAMP MISSING. REPLACE CLAMP	6.74	6.74	
0.500				LABOR	112.00	56.00	
1.000			CVLP-3DO	TARP CONTROL VALVE FROZEN UP. REPLACE VALVE	844.00	844.00	
1.000				3 SPOOL TARP VALVE LABOR	4.00	4.00	
1.000				LH TARP MAST TUBE CRACKED GRIND OUT AND RE-WELD LABOR	112.00	112.00	
Subtotal						7550.23	
Total						7550.23	

We appreciate your business!

Thank You

Attachment: Cyncon Agreement (RES-2023-383 : WPCF Critical Repair for E-1615 Sludge Hauling Truck)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 27345

RESOLUTION 2023-384
ADOPTED

Travel Authorization

Authorize Sam Berke to attend Certified Pool Operator Training in Tonawanda, NY on May 9 and 10, 2023.

4/17/2023

Consent

FINANCIAL IMPACT:

A 7141: \$365.72

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

The CPOSM Certification Course

For 2023, In-Person and Virtual will be offered.

#1 Full Two-Day CPO Classroom Course

Prerequisites: None

#2 Full Two-Day CPO Virtual/"Zoom" Course

Pre-requisites: Without the items below, you **MAY NOT** participate in the class.
Each person **MUST HAVE** the following:

Laptop or PC*	- Web cam - Speaker - Microphone They must be functional the entire class. Each of us need to see, hear, & speak to each other
Internet Access	Stable, strong internet connection for the entire class
Email Address*	To receive course information, Zoom links to enter the "class" take the exam, and certificates.
*Your email must be one you check daily. Instructions will be sent by email in addition to those sent with the textbook in the mail.	

* Special Considerations for Virtual Courses:

1. Tablets, Chromebooks, iPads are NOT permitted—only Windows PC/laptops.
2. Google Chrome is required for exam.
2. If there is any doubt regarding your network stability, or if you cannot set up/configure a computer or perform basic computer/web based tasks, please have someone on-site throughout the course, including during the exam or consider an "in-class" class.

Given the type and amount of information sent to you, for a virtual class you will be expected to promptly respond to any email, phone or text messages. Thank you.

CPOSM Certification Course (cont.)

Regardless of course format:

Course Length: 14-16 hours. Start time 8 a.m.

Cost: \$350 (\$375 if received after the deadline)

Course fee includes:

- ◆ All instruction
- ◆ Certified Pool/Operator® Handbook
- ◆ Mailing book/study materials via US Priority Mail approximately 14 days before class
- ◆ All processing fees
- ◆ Post-class troubleshooting on course topics

Registration

1. Register at www.pooloptraining.com, or...
2. Fill out the form at right, detach and mail it along with a check or purchase order to:

Pool Operator Training
575 Christiana St.
North Tonawanda, NY 14120

Note:

- ◆ Registrations must be received prior to the deadline. If late, an additional \$25 is assessed.
- ◆ Call 716-830-8865 if you plan to register less than 14 days before class.

By registering, you are agreeing to all of the Policies, Terms and Conditions outlined in the FAQ's at www.pooloptraining.com.

Submission of the registration is binding.
All fees are non-refundable unless a cancellation request is received by Pool Operator Training 14 days prior to class.

Questions? Call 716-830-8865 or
E-mail us at info@pooloptraining.com.

Class Information*

2023 Dates	Location/Format	Deadline
March 29 & 30	Syracuse In-Person	March 8
April 18 & 19	Rochester In-Person	March 28
May 9 & 10	Buffalo In-Person	April 18
June 6 & 7	Virtual via Zoom	May 16
September 27 & 28	Syracuse In-Person	September 6
November 8 & 9	Buffalo In-Person	October 18
November 28 & 29	Rochester In-Person	November 7
December 12 & 13	Virtual via Zoom	November 21

Instructor: Michael Piciulo

Reminder for Virtual/Zoom Class Students:

Begin now to identify what computer you'll use, what quiet place is available to take the class, and any permissions and passwords are required (such as downloading the Zoom app) from your IT Department, for example).
Start now—don't wait.

Please print all information. Payment must be included. If registering more than one person, please use the Group Registration form.)

Fee: \$ \$350 (\$375 if after registration deadline)	Class Date for which I'm registering: February 1 & February 2, 2023	
Company:	Student Info—Home Address REQUIRED for mailing book & certificate	
Dept:	Name:	MI:
Contact:	Last:	
Title:	Title:	
Street:	Street:	
City:	City:	St:
St:	ZIP:	ZIP:
Work Phone: ()	Home Ph: ()	
	Cell Ph: ()	
Work E-mail:	Personal E-mail:	

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
Sam Berke	9680	Yth & Rec	

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/9/23	5/10/23	Tona, NY	Certified Pool Operator Training course

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 24 @ \$0.655	\$15.72		
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ \$			
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%			
# Breakfasts @ \$			
# Lunches @ \$			
# Dinners @ \$			
# Incidentals @ \$			
Registration/Conference Fee	\$350.00		
Other			
Subtotal	-		N/A
Contingency - 10% of subtotal or \$200	-		N/A
TOTAL	\$365.72 -		

Request Approved By:

Mary Diana Orsi
Department Head Signature

3/31/23
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: Berke - CPO Course (RES-2023-384 : Travel Authorization)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 27350

RESOLUTION 2023-385
ADOPTED

Rental Agreement (WNYRHL) - CRS #3926

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and WNY Roller Hockey League for rental of the Feature Rink at the Northtown Center.

4/17/2023

Consent

FINANCIAL IMPACT:

A 7253.02004; -\$57,960.00 (revenue)

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

northtown center at amherst

Revised 3/10/23

== LETTER OF UNDERSTANDING == WNY Roller Hockey League

Facility

Agreement Period

- *Thursday, April 13, 2023 – Sunday, September 10, 2023*

Locker Rooms & Office Space

- Locker Rooms 2, 4, 6 and 8 will be made available to WNY Roller Hockey League, herein after WNYRHL, exclusively when the Northtown Center at Amherst, herein after NCAA, Feature Rink is used. The WNYRHL will handle the distribution of the locker room keys to their groups as needed.
- The Referee's Locker room and Coaches Locker room on the north (Feature Rink) end of the building will also be available to be signed out at Guest Services on a daily basis and should be returned when finished with them.
- The TOA will conduct locker room inspections on a daily basis to determine damages and charge appropriately as needed.
- The Office in the rear of the Feature Rink will be made available to the WNY Roller Hockey staff during the entire period of this agreement.
- The WNYRHL will be responsible for these rooms and their contents during the duration of this agreement. The WNYRHL further understands that the WNYRHL will be responsible for the safe keeping of the keys themselves. The WNYRHL understands that in the event that a key is lost or stolen, the WNYRHL will be responsible for reimbursing the Town of Amherst, herein after TOA, for the cost of "re-keying" the door(s).

Cleaning

- The TOA will assume responsibility for the cleaning of all locker rooms pertaining to the Feature Rink as well as the rink itself including the seating areas and all player benches and boxes. The WNYRHL is also responsible for periodic inspections of these areas to ensure that no damages have occurred. Any damages will be billed accordingly.
- The WNYRHL will be responsible to clean and maintain the floor surface. The WNYRHL may make advance arrangements for the use of the TOA 'floor machine' through the facility Building Maintenance Department.

Attachment: WNY Roller Hockey League (RES-2023-385 : Rental Agreement (WNYRHL) - CRS #3926)

Floor

- The TOA with the help of the WNYRHL will install the roller hockey floor on the Feature Rink.
- Daily inspections of the floor surface will be conducted by WNYRHL. The WNYRHL will be responsible for sizing the floor as necessary to prevent hazardous conditions. TOA will provide replacement tiles and ban-saw equipment.

Sound System

- The WNYRHL will be issued the use of one sound system unit, including microphone for the duration of this season. The WNYRHL will provide for the security and safe keeping of the system and will return the system at the end of the season in the same condition in which it was originally received or be subject to reasonable repairs and/or replacement charges.
- No vulgar or offensive music shall be played at any time. Failure to comply may result in loss of sound system use.

League Operations***Scheduling***

- The WNYRHL will have right to operate roller hockey programs for their organization at the NCAA during this agreement period. WNYRHL will provide all referees, statisticians and officials.
- The WNYRHL will provide a draft schedule which will be finalized upon registration completion, a copy of which will be provided to the TOA Building Management Department one week in advance of all events. **All events including tournaments, additional practices / games must be approved by the TOA - NCAA Programming Department prior to release of said schedule.**

Auxiliary Services

- Food service concessions at the NCAA should be coordinated with the TOA's designated food and beverage contractor (Keith Radice 860-7429).

Exclusions

- The TOA will have exclusive rights to rink usage on the following days:
 - *Monday, May 29, 2023 – Building Closed for Holiday*
 - *Tuesday, July 4, 2023 – Building Closed for Holiday*
 - *Monday, September 4, 2023 – Building Closed for Holiday*
 - *Any other exclusions to be mutually agreed upon*
- Floor surface will be cleaned by TOA staff upon completion of the various events.
- The WNYRHL understands that a protective surface is not placed over top of the roller hockey surface.

Ingress & Egress

- The WNYRHL will enter and exit the building at the normal points of entry/exit and in no way use the emergency exits unless an emergency exists.

Additional Considerations

- The WNYRHL will operate independent of the TOA Recreation Department Roller Hockey program (this includes camps and clinics).

Additional Opportunities

NARCh Tournament & TCS Roller Hockey Finals

- A WNYRHL/NCAA strategic partnership will be formed to generate greater number of teams for tournaments, including the NARCh Regional, TCS Roller Hockey Finals and any other Tournaments.
- Rink surface fees received during the **NARCh** Tournament will be solely that of the WNYRHL. The WNYRHL will be responsible for the payment of rink fees to the TOA.
- Rink surface fees received during the **TCS Roller Hockey Finals** will be solely that of the WNYRHL. The WNYRHL will be responsible for the payment of rink fees to the TOA.

Advertising & Marketing

- The WNYRHL will be permitted to promote and host spectator-orientated roller hockey offerings, including professional, junior and related elite teams and games.
- The WNYRHL will be permitted to sell non-objectionable floor logos for Feature Rink (which excludes alcohol, tobacco, gambling, firearms, etc). The WNYRHL will be permitted to hang banners from primary sponsors in the Rink. TOA reserves the right for approval of advertisers and should not conflict with existing advertising relationships engaged by TOA.
- WNYRHL will be permitted to market within and around NCAA upon execution of the agreement with banners, posters and fliers, and in-person (information desk staffed by WNYRHL personnel handing out informational fliers). **Prior approval is required by the TOA including banner placement within the facility. No banners or advertisements may be hung from the rink netting, rink doors or drywall.**

Communication

- The WNYRHL will provide the TOA with an educational Fact-sheet which scripts answers to frequently asked questions in order that TOA operational employees may cross sell the WNYRHL programs and offerings to the public.
- WNYRHL will be added to NCAA automated phone-greeting system.

Fitting

- WNY Roller Hockey elite team equipment fittings may be held at the NCAA during periods of stay. No collection of money is permitted on premise.
- **The WNYRHL is not permitted to sell any hockey equipment within the NCAA.**

Standard Operating Hours

- The WNYRHL will have use of the Feature Rink (with the exception of those dates under the Exclusions heading) until 12 AM EST (Midnight) daily, during the entire period of this agreement. Any use later than this must be approved by NCAA staff.
- **TOA Building Management must be given advance notification to Tournament schedules.**

Fees

- The WNYRHL will pay **\$2,760.00** per week for the use of the Feature Rink payable to the Town of Amherst on a monthly basis, payable on the first day of the month, ***in advance*** of the month. Any partial weeks will be billed on a pro-rated basis. The TOA reserves the right to levy finance charges on balances over thirty days and reserves.

Indemnification

To the fullest extent permitted by law, Tenant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, including but not limited to claims for personal injury and/or death to all persons arising out of the use of the premises by the Tenant or its officers, agents, and/or employees as well as the negligence, active or passive, of the Tenant its officers, agents and/or employees.

Tenant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from Tenant's 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 or excess coverage shall be in an amount of at least \$5,000,000.00.

Tenant shall furnish adequate proof of the existence of the above 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 and name the Town as a certificate holder and further assure that the policies shall be cancelled, reduced in the amount of coverage, surrendered or allowed to expire without the Landlord being provided with thirty (30) days prior written notice.

A failure by Tenant to procure the General 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 Agreement and subject the Tenant to pay liquidated damages to the Town of no less than \$2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

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.

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.

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

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

This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

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.

Proof of all player registration and USA Inline Insurance will be held by the WNYRHL.

Approval

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.

Town of Amherst

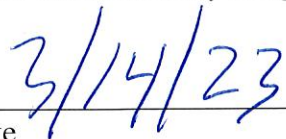
 Brian J. Kulpa, Supervisor
 Supervisor, Town of Amherst

 Date

WNY Roller Hockey League



 Eric Haak, Co-Owner, President & CEO
 WNY Roller Hockey League



 Date

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 Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.
3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.
4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.
 - (a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.
 - (b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least \$5,000,000.00.
 - (c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.
 - (d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Revised 9.18.19 SJS

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

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

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

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

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

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

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

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:

WNY ROLLER HOCKEY
Print Name of Company

By: [Signature]
Signature

EMIL HARRIS
Printed name

Date: 3/14/23

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: WNY Roller Hockey League (RES-2023-385 : Rental Agreement (WNYRHL) - CRS #3926)

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: WNY ROLLER HOCKEY
 Signature: [Signature]
 Print Name: ERIC HARRIS
 Title: GENERAL MANAGER
 Date: 3/15/23

ROBIN L. ERWIN
 No. 01ER6415670
 Notary Public, State of New York
 Qualified in Erie County
 My Commission Expires 3/22/25

Sworn To Before Me This

15 Day of March, 2023
[Signature]
 Notary Public

Revised 4.2017



WNYROLL-01

MRENNER

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 1/27/2023

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

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

PRODUCER License # 100290819 Hub International Midwest West 251 Progress Way Suite 300 Waunakee, WI 53597		CONTACT Monica Renner PHONE (A/C, No, Ext): (583) 823-6706 FAX (A/C, No): E-MAIL: monica.renner@hubinternational.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
		INSURER B: Amtrust Group	NAIC # 384
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	☒	PHPK2492296	1/15/2023	1/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		PHUB842091	1/15/2023	1/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	WWC3585242	5/30/2022	5/30/2023	☒ PER STATUTE ☐ OTHER 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)
 Town of Amherst is listed as additional insured on the general liability when required by written contract on a primary and noncontributory basis.

CERTIFICATE HOLDER Town of Amherst 5583 Main Street Amherst, NY 14221	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jennifer Billings</i>
---	--

ACORD 25 (2016/03)

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Attachment: WNY Roller Hockey League (RES-2023-385 : Rental Agreement (WNYRHL) - CRS #3926)

Wesco Insurance Company

A Stock Insurance Company

WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICYWC 99 00 01 B
1 of 5
INFORMATION PAGE

Ncci Code: 26135

1. Insured:

WNY Roller Hockey Inc
3843 Union Rd Suite # 15
Cheektowaga, NY 14225Other workplaces not shown above:
None

Producer:

HUB International Midwest Limited
251 Progress Way, Suite 300
Waunakee, WI 53597-2520

Policy Number: WWC3585242

☐ Individual ☐ Partnership
☒ Corporation or

Federal Tax ID: 461142027

Risk Id:

Renewal of: WWC3525905

2. The policy period is from 5/30/2022 to 5/30/2023 12:01 a.m. at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: New York

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

State	Bodily Injury by Accident	Bodily Injury by Disease	Bodily Injury by Disease
	\$500,000 each accident	\$500,000 policy limit	\$500,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All states except ND, OH, WA, WY and State(s) Designated in Item 3A.

D. This policy includes these endorsements and schedules: See Extension of Information Page

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See Extension of Information Page

TOTAL ESTIMATED ANNUAL PREMIUM

2,300

STATE ASSESSMENT

209

TOTAL ESTIMATED COST

2,509

Minimum Premium

415

Deposit Premium

250

Issue Date: 3/29/2022

Countersigned by: _____

Authorized Representative

Attachment: WNY Roller Hockey League (RES-2023-385 : Rental Agreement (WNYRHL) - CRS #3926)

Wesco Insurance Company

WC 99 00 01 B

2 of 5

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

Insured: WNY Roller Hockey Inc

Policy Number: WWC3585242

**EXTENSION OF INFORMATION PAGE FOR ITEM #1
ITEM 1: NAMED INSURED and WORKPLACES**

NAMED INSURED:

WNY Roller Hockey Inc

Fein: 461142027

WORKPLACES:Location Number 1.
3843 Union Rd Suite # 15
Cheektowaga, NY 14225

Attachment: WNY Roller Hockey League (RES-2023-385 : Rental Agreement (WNYRHL) - CRS #3926)

Wesco Insurance Company

WC 99 00 01 B

3 of 5

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

Insured: WNY Roller Hockey Inc

Policy Number: WWC3585242

**EXTENSION OF INFORMATION PAGE FOR ITEM #3.D
ITEM 3.D: ENDORSEMENT SCHEDULE**

State	Form Number	Description
	WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
	WC990001B	DECLARATIONS PAGE
	WC000404	PENDING RATE CHANGE ENDORSEMENT
	WC000406	PREMIUM DISCOUNT ENDORSEMENT
	WC000414A	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
	WC000419	PREMIUM DUE DATE ENDORSEMENT
	WC000421E	Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement
	WC000422C	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT
		DISCLOSURE ENDORSEMENT
NY	WC310308	NEW YORK LIMIT OF LIABILITY ENDORSEMENT
NY	WC310319J	NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT
		PROGRAM EXPLANATORY ENDORSEMENT
NY	WC310618	NEW YORK WORKERS COMPENSATION POLICYHOLDER NOTICE OF RIGHT TO APPEAL

Attachment: WNY Roller Hockey League (RES-2023-385 : Rental Agreement (WNYRHL) - CRS #3926)

Wesco Insurance Company

WC 99 00 01 B

4 of 5

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

Insured: WNY Roller Hockey Inc

Policy Number: WWC3585242

**EXTENSION OF INFORMATION PAGE FOR ITEM #4
ITEM 4: SCHEDULE OF PREMIUMS**

Classifications	# of Emps	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remun.	Estimated Annual Premium
New York					
YMCA, YWCA, YMHA OR YWHA, Institution—All Employees—& Clerical Manual Premium	0	9063	131,430	1.50	1,971
					1,971
Total Manual Premium					1,971
Premium for Increased Limits Part Two: 0% (500/500/500)		9807			0
Total Premium Subject To Experience Modification					1,971
Experience Modification N/A					1,971
Terrorism 5%		9740			66
Natural Disasters and Catastrophic Industrial Accidents 1%		9741			13
Expense Constant		0900			250
Total NY Premium					2,300
New York State Assessment 10.2%		0932			209
Total NY Cost					2,509
TOTAL ESTIMATED ANNUAL PREMIUM					2,300
STATE ASSESSMENT					209
TOTAL COST					2,509

Attachment: WNY Roller Hockey League (RES-2023-385 : Rental Agreement (WNYRHL) - CRS #3926)

Wesco Insurance Company

WC 99 00 01 B

5 of 5

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

Insured: WNY Roller Hockey Inc

Policy Number: WWC3585242

PAYMENT SCHEDULE

Statement Closing Date	Payment Due Date	Description	Amount Due
	5/30/2022	Downpayment	\$250.00
	6/30/2022	Installment 1 of 9	\$251.00
	7/30/2022	Installment 2 of 9	\$251.00
	8/30/2022	Installment 3 of 9	\$251.00
	9/30/2022	Installment 4 of 9	\$251.00
	10/30/2022	Installment 5 of 9	\$251.00
	11/30/2022	Installment 6 of 9	\$251.00
	12/30/2022	Installment 7 of 9	\$251.00
	1/30/2023	Installment 8 of 9	\$251.00
	3/1/2023	Installment 9 of 9	\$251.00
			Total Cost \$2,509.00

Attachment: WNY Roller Hockey League (RES-2023-385 : Rental Agreement (WNYRHL) - CRS #3926)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 04/17/23 07:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 27413

RESOLUTION 2023-386
ADOPTED

Travel Authorization - Public Markets Conference

Authorize Elizabeth Graczyk to attend the 11th International Public Markets Conference in Toronto, Ontario Canada on behalf of the Town of Amherst from July 8-10, 2023.

4/17/2023

Consent

FINANCIAL IMPACT:

\$2,116.40 to be covered by the Supervisor's Office

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
Elizabeth Graczyk	8959	Y & R	716.631.7132

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
June 8, 2023	June 10, 2023	Toronto, Ontario Canada	11th International Public Markets Conference

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 250 @ \$0.655	163.75		
Tolls	10.00		
Parking	110.00		
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
2 # nights @ \$ 395.00	790.00		
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%			
3 # Breakfasts @ \$ 23	57.50		
2 # Lunches @ \$ 23	46.00		
3 # Dinners @ \$ 23	69.00		
# Incidentals @ \$			
Registration/Conference Fee	695.00		
Other			
Subtotal	-		
Contingency - 10% of subtotal or \$200	192.40		
TOTAL	2,116.40		

Canadian Per Diem
is \$23/meal

Request Approved By:

Mary Diana Ruiz
Department Head Signature
4/12/23
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: Travel Request - Graczyk (RES-2023-386 : Travel Authorization - Public Markets Conference)

HOME PROGRAM TRAVEL INFO SPONSORSHIP FAQ REGISTER!

11TH INTERNATIONAL

PUBLIC MARKETS

CONFERENCE

TORONTO • JUNE 8–10, 2023

REGISTER NOW!

Regular rate ends May 4

KEEP ME UPDATED

The largest global conference for public market professionals.

For over 35 years, the International Public Markets Conference has brought together leading public market leaders and advocates including a broad mix of government leaders, market managers, downtown planners, grassroots organizers, local food advocates, transportation experts, health care professionals, and educators from around the world to explore the cutting edge of market practice.

At this year's three-day event on June 8–10, 2023, co-hosts [Project for Public Spaces](#), the [City of Toronto](#), [St. Lawrence Market](#), and [Market City TO](#) invite you to help unlock the potential of market systems as equitable sources of well-being and opportunity in one of the world's great Market Cities—Toronto, Ontario, Canada.

Program-at-a-Glance

[Click here for the list of Mobile Workshops and Tours \(selections must be made when registering\).](#)

THURSDAY, JUNE 8

FRIDAY, JUNE 9

SATURDAY, JUNE 10

MORNING

OPENING PLenary

MORNING

MOBILE WORKSHOPS AROUND TORONTO

[See full list \(select at registration\)](#)

MORNING

MARKET TOURS AROUND TORONTO

[See full list \(select at registration\)](#)

AFTERNOON

WORKSHOP SESSIONS

AFTERNOON

BREAKOUT SESSIONS

AFTERNOON

CLOSING RECEPTION

EVENING

OPENING RECEPTION

EVENING

EVENING ACTIVITIES

This year's conference theme is **Setting a New Table**. Far too many communities currently do not have access to the benefits of public markets, and existing decision-making processes often keep those inequities in place. In order to create market systems for all, market leaders must do more than get a seat at the table—we must work with everyone who has been left out to reimagine the table entirely. This year's program aims to support market leaders in putting promises of a fair food system, inclusive economies, and social cohesion into action.

The event's working sessions will take place at the beautiful **St. Lawrence Market**, and we will also gather in a range of nearby venues and landmarks such as **Stackt Market** and **St James Cathedral**. This year's programming will highlight Toronto's wide array of public markets including a city-owned and operated historic permanent market hall, a lively market district spanning several city blocks, and many neighborhood open-air markets built from the ground up by community champions and anchor organizations.

Along with dozens of workshops, unconferences, and plenary sessions, participants will have ample opportunities to socialize at special evening events and daylong tours of Toronto's extensive network of public markets.

edit: Stackt Market

Photo Credit: Luis Alburquerque, Evergreen
Brick Works Farmers' Market

Photo Credit: Stackt Market

Photo
Credit

Toronto

We respectfully acknowledge that the 11th International Public Market Conference will be hosted in the traditional territory of many Indigenous Nations. [Learn more.](#)

Toronto is Canada's largest city and a multicultural metropolis that is a leader in urban livability and home to more than 200 public markets and food initiatives. Internationally recognized for its leadership in food system work, including the 30-year-old Toronto Food Policy Council, Toronto is the perfect place to collectively imagine a citywide [Market City](#) strategy and mobilize the partnerships to make it happen.

Learning from challenges highlighted by the Covid-19 pandemic, including food insecurity and income inequality, the city is recognizing the full value of its municipal markets and grappling with the need to provide its residents with diverse forms of food access. [The City of Toronto, St. Lawrence Market](#), and the newly formed [Market City TO](#) will bring together a variety of stakeholders to build upon existing equity-focused work and drive forward plans that recognize the importance of public food infrastructure. Conference attendees will have the opportunity to observe this process in action.

About Market Cities



In 2019, lessons from the International Public Markets Conference inspired the launch of the **Market Cities Program** at Project for Public Spaces. The Program aims to strengthen the regional systems behind the market stalls by connecting and supporting a diverse set of stakeholders through research, specialized training, and a network of peers

From the Blog

Read More at marketcities.org



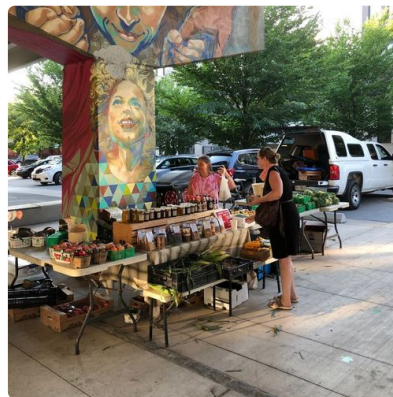
Explore Three Emerging Market Trends at the 11th International Public Markets Conference

March 28, 2023



Toronto Selected to Host the 11th International Public Markets Conference in 2023

July 23, 2022



Toward Market Cities: Strengthening Public Market Systems in Three North American Cities

October 16, 2020

Project for Public Spaces

CO-HOSTED BY



GOLD SPONSORS



SILVER SPONSOR



BRONZE SPONSORS



dtah



Possibility grows here.



UNIVERSITY OF TORONTO
SCARBOROUGH
Culinaria Research Centre

Sponsorship Information

Interested in becoming a sponsor? Take a look at our [**sponsorship package!**](#)

Do you have another way to support the event? We want to hear from you! Email us at [**IPMC@pps.org**](mailto:IPMC@pps.org) for more information.



[**#publicmarkets23**](#)

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[**Privacy Policy**](#)



Amherst Town Board

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

15.1

Francina J. Spoth
Town Clerk

Meeting: 04/17/23 07:00 PM
Department: Town Clerk
DOC ID: 27330

COMMUNICATION 2023-44

REFERRED

Correspondence from Joe Rubino

Letter received from Joe Rubino regarding the Rezoning of 1789 Dodge Road.

4/17/2023

Referred to Planning and scheduled for Work Session on May 8th

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

Joe Rubino
5462 Sheridan Drive, Suite 2
Williamsville, NY 14221

March 27, 2023

Brian J. Kulpa, Town Supervisor, Deputy Supervisor Bucki
 & Councilmembers Berger, Lavin and Szukala
 5583 Main Street
 Williamsville, NY 14221

Re: Request to Amend Zoning Classification of 1789 Dodge Road [Z-2020-15]
 Proposed Residential Subdivision

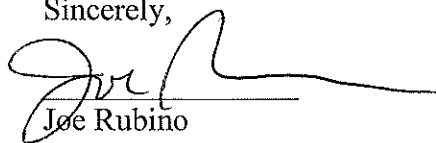
Dear Members of the Town Board:

During its meeting on February 28, 2022, the Town Board adopted Resolution 2022-195 for the purpose of adjourning its issuance of a decision in connection with the requested rezoning of 1789 Dodge Road from SA to R-3. The Town Board held public hearings on requested rezoning on November 22, 2021 and January 18, 2022 and closed the public hearing during the meeting held on January 18, 2022.

The reason the Town Board did not issue a decision during its meeting on February 28, 2022 was so that an evaluation could be completed of the continued suitability of parcels zoned SA within the Town. During the discussion of requested rezoning by the Town Board held on February 28, 2022, it was indicated that it was anticipated that it would take a few months for the analysis requested by the Town Board to be completed. I have inquired as to the status of the release of the SA zoning report but so far have not received any specific update regarding its status of when it will be adopted by the Town Board.

It would be greatly appreciated if this matter would be discussed by the Town Board during its next meeting scheduled for Monday, April 17th.

Please feel free to contact me at 983-1155 or via e-mail at josephrubino@howardhanna.com and thank for you for taking the time to review this letter

Sincerely,

 Joe Rubino

Copies to:
 Town of Amherst Town Clerk's Office
 Town of Amherst Planning Department
 S. Hopkins, Esq.
 C. Wood, P.E.

Attachment: Rubino-Ltr-Town Board-03-27-23 (COM-2023-44 : Correspondence from Joe Rubino)



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 04/17/23 07:00 PM
Department: Town Clerk
DOC ID: 27414

15.2

COMMUNICATION 2023-45

REFERRED

Correspondence from Sean Hopkins

Letter submitted by Sean Hopkins, Esq. regarding the potential development of 239-240 & 242-251 Joe McCarthy Drive.

4/17/2023

Referred to Attorney and Planning

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



April 12, 2023

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Potential Development of 239-240 & 242-251 Joe McCarthy Drive
Project Sponsor: MEL Investors, LLC c/o Paul Bliss
Town of Amherst

Dear Supervisor Kulpa and Councilmembers:

Our client is the owner of the twelve (12) above referenced parcels of vacant land zoned MFR-5 located directly north of the existing northerly terminus of Joe McCarthy Drive that have frontage on the paper street portion of this street. A plan showing the location of the relevant parcels is attached as Exhibit "1". These parcels of vacant MFR-5 zoned land are located directly east of existing commercial parcels located at 2303 to 2351 Niagara Falls Boulevard that include Gary's Pools, a Just Pizza restaurant, a liquor store and a Teds Hot Dogs restaurant. The parcels directly east of the parcels owned by our client located on the west side of Denrose Drive are zoned MFR-5 and consist of existing multifamily buildings.

Our client is interested in developing these parcels for a multifamily project that would likely consist of attached townhome units that would front on the paper street portion of Joe McCarthy Drive. The existing Right-of-Way for the relevant segment of the paper street portion of Joe McCarthy Drive appears to have a width of sixty feet.

In order to accommodate the development of these parcels of vacant land in accordance with a Site Plan that would need to be approved by the Planning Board, our client is requesting that the Town Board grant a non-exclusive access easement for the relevant segment of the Joe McCarthy paper street that would allow the installation of a two-way driveway [likely driveway width of 24 ft. or 26 ft.] that is necessary to accommodate the development of these parcels. The terms and conditions of the non-exclusive access easement would need to be approved by the Town Board after review and approval by the Town Attorney's Office.

Our client is aware that one of the Town's planning objectives is to potentially install a recreational trail within the paper street portion of Joe McCarthy Drive and paper streets to the north that extend north to Ellicott Creek Road. The proposed driveway that would be installed within the relevant segment of the paper street of the Joe McCarthy Drive Right-of-Way could be designed installed in manner to also accommodate the potential installation of a recreational trail and any related pedestrian improvements. Pursuant to the terms and conditions to be contained in the non-exclusive access easement, our client would be responsible for maintenance of the driveway and Town would also of course retain the right to install a public roadway within the Joe McCarty Drive Right-of-Way in the future.

HOPKINS SORGI & MCCARTHY PLLC

Attorneys at Law

5500 Main Street, Suite 343 • Williamsville, New York 14221

Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

April 12, 2023

Page 2 of 2

Our client is respectfully requesting that the Town Board adopt a resolution during its upcoming meeting on Monday, April 17th at 7:00 p.m. for the purpose of referring the request for the granting of a non-exclusive access easement to appropriate Town Departments for review and input. Our client welcomes the opportunity to engage in discussions with the Town Board and Town Departments regarding the development of the parcels of vacant land that would be capable of being utilized if a non-exclusive access easement for a driveway is approved by the Town Board.

Please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com with any questions regarding this letter.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC



Sean W. Hopkins, Esq.

cc: Jacqualine Berger, Councilmember
 Deborah Bruch Bucki RN PhD, Councilmember
 Shawn Lavin, Councilmember
 Michael Szukala, Councilmember
 Francina J. Spoth, Town Clerk
 Timothy J. Koller, Deputy Town Clerk
 Martin A. Polowy, Esq., Town Attorney
 Daniel C. Howard, AICP, Planning Director
 Paul Bliss, MEL Investors, LLC

Exhibit 1





Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 04/17/23 07:00 PM
Department: Town Clerk
DOC ID: 27416

15.3

COMMUNICATION 2023-46

REFERRED

Correspondence from Sean Hopkins

Letter submitted by Sean Hopkins, Esq. regarding the donation of 75 Tupelo Lane to the Town of Amherst.

4/17/2023

Referred to Attorney and Planning

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



April 12, 2023

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Donation of 75 Tupelo Lane to the Town of Amherst
Owner: Cimato Enterprises

Dear Supervisor Kulpa and Councilmembers:

Cimato Enterprises is the owner of a parcel of vacant land consisting of approximately 1.64 acres located at 75 Tupelo Lane located within the Evergreen Subdivision. Our client has been asked to consider donating this parcel to the Town to accommodate its future use for recreational purposes. A color plan depicting the approximately 1.64 acre parcel at 75 Tupelo Lane along with a Parcel Detail Report from the Erie County GIS is attached as Exhibit "A".

Our client is willing to donate the parcel at 75 Tupelo Lane to the Town in its "As-Is" condition subject to the terms and conditions to be included in an agreement that would require Town Board approval. The terms and conditions that would need to be included in the Agreement would include Cimato Enterprises potentially retaining an access easement bisecting the parcel similar the alignment of Tupelo Lane and that all expenses related to the land donation including any diligence investigations, the preparation of a survey, obtaining an abstract of title, recording fees and legal fees would be paid for by the Town.

Our client has been asked to submit this letter to the Town Board for the purpose of expressing its willingness to donate the parcel at 75 Tupelo Lane to the Town subject to the terms and conditions to be contained in an Agreement between the parties that would require Town Board approval.

Please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com with any questions regarding this letter.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Jacqualine Berger, Councilmember
Deborah Bruch Bucki RN PhD, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Francina J. Spoth, Town Clerk

HOPKINS SORGI & MCCARTHY PLLC

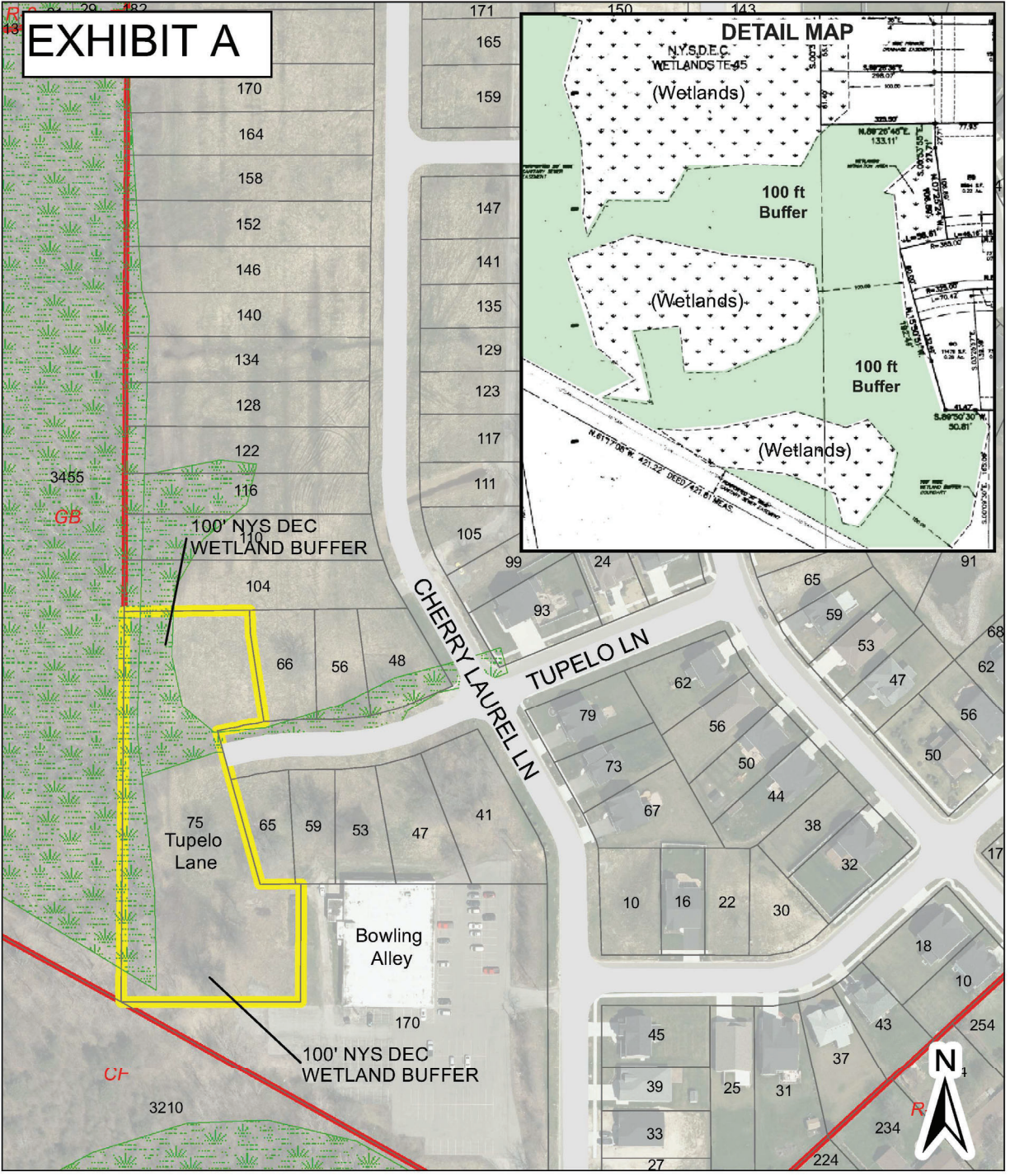
Attorneys at Law

5500 Main Street, Suite 343 • Williamsville, New York 14221

Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Timothy J. Koller, Deputy Town Clerk
Angela Panaro Rossi, Director of Economic Development
Martin A. Polowy, Esq., Town Attorney
Daniel C. Howard, AICP, Planning Director
Fred Cimato, Cimato Enterprises

Exhibit A



Evergreen Subdivision Parcel Data

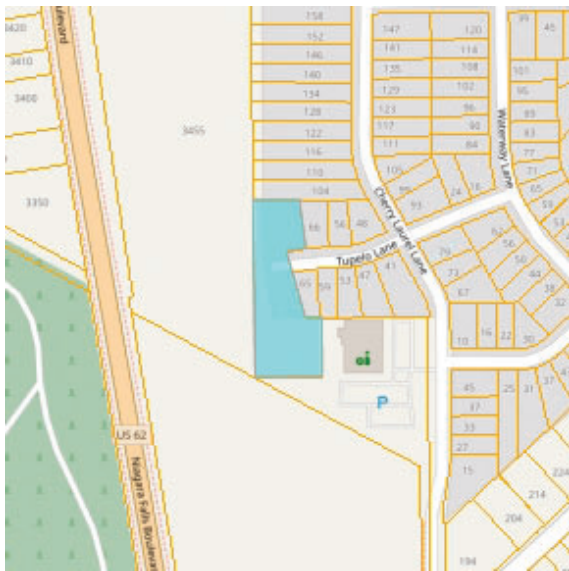
Parcel ID: 26.06-8-33
Address: 75 Tupelo Lane
Owner: Cimato Enterprises
Size 1.79 acres
Wetlands: Federal and State
Zoning: MFR-5

Legend

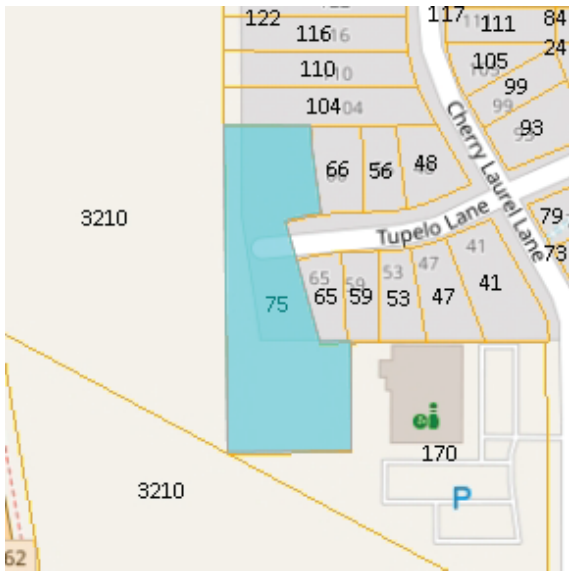
- State Wetland
- Federal Wetland
- Parcel
- Existing Zoning

Prepared by the Town of Amherst Planning Department

February 15, 2022



Parcel Overview Map



Parcel Detail Map

PIN: 1422890260600008033000
SBL: 26.06-8-33
Address: 75 TUPELO LN
Owner 1: CIMATO ENTERPRISES
Owner 2:
Mailing Address: 9220 TRANIST RD
City/Zip: EAST AMHERST NY 14051
Municipality: Amherst
Property Class: 311
Class Description: R - Res vac land
Front: 0
Depth: 0
Deed Roll: 1
Deed Book:
Deed Page:
Deed Date:

Acreage: 1.69394185
Total Assessment: \$82,100
Land Assessment: \$82,100
County Taxes: \$82,100
Town Taxes: \$0
School Taxes: \$0
Village Taxes: \$0
School District: SWEET HOME CENTRAL SCHOOL DISTRICT
Year Built: 0
Sqft Living Area: 0
Condition: 0
Heating: 0
Basement: 0
Fireplace: 0
Beds: 0
Baths: 0

Erie County, its officials, and its employees assume no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any information provided. Tax parcel data was prepared for tax purposes only and is not to be reproduced or used for surveying or conveyancing. This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 04/17/23 07:00 PM
Department: Supervisor
DOC ID: 27323

15.4

COMMUNICATION 2023-47

REFERRED

Williamsville Farmer's Market 2023

Letter from Ellie Grenauer requesting use of the Town parking lot for the upcoming 2023 season for the Williamsville Farmer's Market.

4/17/2023

Referred to Attorney and Emergency Services

FINANCIAL IMPACT:

N/A

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



March 22, 2023

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Town Board:

The Williamsville Farmer's Market would like to request permission to use the town parking lot between the Williamsville Library and the Amherst Town Hall every Saturday for the upcoming 2023 Season. The back south west parking lot would be used the Saturday following Old Home Days which is TBD and whenever sealing of the front parking lot is taking place. We would also request permission to use the green space on the west side of the Town Hall Entrance. The season will begin on 5/20/2023 and end on 10/28/2023.

Insurance Certificate is being retained listing the Town of Amherst as additionally insured. We will not be requesting use of power from the library.

Thank you for your continued support of the Williamsville Farmer's Market.

Sincerely

Ellie Grenauer
Williamsville Farmer's Market
Executive Officer

CC: Village of Williamsville Board
Mayor Deb Rogers



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 04/17/23 07:00 PM
Department: Councilmembers
DOC ID: 27393

15.5

COMMUNICATION 2023-48

REFERRED

Amherst Community Diversity Commission 2022 Annual Report

Attached is the annual report from the Amherst Community Diversity Commission.

4/17/2023

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

TOWN OF AMHERST, NEW YORK
Amherst Community Diversity Commission

Town Supervisor
Mr. Brian Kulpa

Town Board Liaison
Dr. Debbie Bucki
Administrative Assistant
Dawn Cerra

2022 Annual Report

Mission Statement

The purpose of this coalition is to enhance and increase cooperation, understanding and dialogue among residents of diverse cultural, religious, socioeconomic, and racial backgrounds, and to promote inclusion throughout the town. Some of the responsibilities of the coalition will be to study the demographics of Amherst: promote town-wide events that foster cultural minority participation on governmental board and committees and in the town workplace; and to facilitate meetings designed to promote a better understanding of who Amherst community is.

Commission Membership

Mohan S. Devgun Chair (since April 2022)
Pam Bos Kefi – Vice Chair (since April 2022)
Melissa Abel
Anne Rohrer
Cynthia Bass
Gul Rahman
Heidi Nicklaus Lefebvre
Joseph Sankoh
Mohammed Khan
Maria-Rosario Cala
Prachee Samant
Thomas Lucia
Zhen Liu
Khalid Qazi– Chair Emeritus

Dr. Debbie Bucki – Town of Amherst Liaison
Dawn Cerra – Administrative Assistant

Task Accomplished

1. (a) Diversity Commission members attended a vigil held on May 17th, 2022, for the May 14th, 2022, event of mass shooting in Buffalo, New York at the Tops Friendly market in Eastside neighborhood. The ceremony covered speeches by various dignitaries, choir by multiracial attendees, and media coverage.

2. In December 2022 Commission members created an international holiday window display at Clearfield Library. Artifacts, decorations, and printed stories about holidays were on display for about a month.

This culminated in a New Year themed children's program on Thursday, December 29th, 2022, at the same library, where families participated in free activities, crafts and sampled international foods provided by the ACDC. An estimate of 75 people attended this event.

3. The Commission is collaborating with three school districts located within the Town of Amherst: Williamsville Central School District, Sweet Home School District and Amherst School District. Each school district was sent a copy of the 2022 Diversity calendar and was invited to attend Juneteenth event. Members also participated in "Taste of Williamsville North Diversity event", attended "Williamsville East Diversity program" and "Diversity, Equity and Inclusion meeting at both Williamsville and Sweet Home school District. Williamsville Central School District now has a committee of Cultural Diversity and Religion with 56 members. The issue of Diversity, Equity and Inclusion in the Williamsville Central School District was discussed along with Critical Race Theory. Please see the following link for more information:
https://www.williamsvillek12.org/resources/cultural_diversity/index.php
4. The commission set up a collaborative Google sheet for members to edit local events and organization information.
5. Prepared the 2023 Diversity Calendar, covering cultural, religious, and special holidays and festivals celebrated by different ethnic groups, in addition to Federal and State holidays.
6. Promoted the Commission identity with the Town of Amherst and contacted the Amherst Bee with dates of events and various community activities. With a budget from the Amherst Town Board, the Commission has prepared publicity material such as table cover, name tags and banner to be used at all-commission representations.
7. On September 26th, 2022, several Commission members, together with Dr. Bucki, met with Town of Amherst Supervisor Kulpa to see how the commission can integrate its work with different projects currently under way in the supervisor's office. Two commission members have volunteered to join the Amherst Central Park Task force.
8. Collaboration with National Federation of Just Communities of WNY: Rene Petties-Jones (president) attended Commission meeting on November 14, 2022, and gave a brief presentation of her work with different ethnic groups within the Western New York. Although we would have liked to hear her views on "RENAMING OF AUDUBON PARKWAYS" in detail but "Renaming of Audubon Parkways was briefly mentioned during this meeting. This was followed by an online article about this topic.

The Commission is also in contact with a trustee from the Village of Williamsville for possible collaborative work between two entities.

9. To recognize enormous gratitude and the contributions of General Casimir Pulaski to the cause of American freedom and independence, the Commission prepared and delivered a Proclamation that the Town of Amherst Board declares Tuesday October 11, 2022, to be Pulaski Day in the Town of Amherst.
10. On June 17th, 2022, the Commission had the opportunity to celebrate one of America's significant historical event – Juneteenth, at the Amherst Senior Center. Two students from the Daemen University researched the topic “American and Black History” i.e., the day blacks were freed from slavery and made presentation to the community. Introduction to this event was provided by Mr. Derek Baker, Assistant Principal from Sweet Home Middle School. Cynthia Bass, Director of the office of Diversity, Equity and Inclusion for the Erie County Medical Center was the keynote speaker and provided a thought provoking and inspiring message. We are pleased to say that Cynthia Bass has decided to join our commission since then.

The welcoming venue for this occasion was offered by the Amherst Senior Center and provided lunch for about 150 attendees. Amherst Youth Engaged in Volunteer Service assisted in serving lunch. This celebration was attended by several Amherst Town Board members, diverse community members and members from the three school districts. Town Board liaison Dr. Debbie Bucki presented a proclamation to honor Juneteenth and all participating groups.

The Commission is extremely grateful to the administration of the Amherst Senior Center for providing such a welcoming atmosphere for our events.

Finally, the Commission members would like to thank Mr. Brian Kulpa, Amherst Town Supervisor, Town Board Members, in particular Dr. Debbie Bucki (Town Board liaison), and the Town of Amherst's IT, legal and administrative departments for their continued and sustained support to accomplish MISSION of the Amherst Diversity Commission. Special thanks to: Director of Information Technology David Willer and his dedicated staff for their help by posting pertinent Diversity Commission materials on the Town website, Stanley Sliwa (Town Attorney) and Ann Demopoulos (Deputy Town Attorney) who provided legal assistant during the year, and Joseph McMahon (Chief of Staff), and Jessica O'Neil (Communication Coordinator) for additional assistance in meeting the MISSION of this Commission. My deep appreciation goes to Dawn Cerra for her help with all email messages and setting up ALL ZOOM meetings for our Commission. As a Chair, I want to express my sincere appreciation to the COMMISSION MEMBERS who have worked so hard (in volunteer capacity) to perform these tasks and to achieve the MISSION of our COMMISSION.

Respectfully submitted.

Dr. Mohan Devgun
Chair
Town of Amherst Community Diversity Commission
Tele: 716-566-8433



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 04/17/23 07:00 PM
Department: Town Clerk
DOC ID: 27321

15.6

COMMUNICATION 2023-49

REFERRED

**Notice of Motion for an Order Directing Service by
Publication Pursuant to CPLR 316: the Bank of New York
Mellon Trust Company Vs. Town of Amherst Et Al.**

4/17/2023

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
THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION FKA THE
BANK OF NEW YORK TRUST COMPANY, N.A. AS
SUCCESSOR TO JPMORGAN CHASE BANK, AS
TRUSTEE FOR MORTGAGE ASSET-BACKED
PASS-THROUGH CERTIFICATES, SERIES 2002-
RP2,

Index No.: 805258/2022

**NOTICE OF MOTION FOR
AN ORDER DIRECTING
SERVICE BY PUBLICATION
PURSUANT TO CPLR 316**

Plaintiff,

vs.

WANDA BELLOW, AS HEIR AND DISTRIBUTE
OF THE ESTATE OF ELLA M. GISTAFF; ERWIN
MOORE, AS HEIR AND DISTRIBUTE OF THE
ESTATE OF ELLA M. GISTAFF; HEIRS AND
DISTRIBUTEES OF THE ESTATE OF ELLA M.
GISTAFF; TOWN OF AMHERST; ASSOCIATES
CONSUMER DISCOUNT COMPANY; NEW YORK
STATE DEPARTMENT OF TAXATION AND
FINANCE; UNITED STATES OF AMERICA,

"JOHN DOE #1" through "JOHN DOE #12," the last
twelve names being fictitious and unknown to plaintiff,
the persons or parties intended being the tenants,
occupants, persons or corporations, if any, having or
claiming an interest in or lien upon the premises,
described in the complaint,

Defendants.

-----X
Motion Of/By:

Plaintiff

Date, Place, Time:

April 10, 2023 at 9:30AM
Erie County Supreme Court
25 Delaware Avenue
Buffalo, NY 14202

Relief Sought:

An Order, (1) directing service by publication pursuant
to CPLR §316, (2) amending the caption, (3)
appointment of a Guardian ad Litem and Military
Attorney, and (4) for any such other and further relief
as the Court may deem just and proper.



Amherst Town Board

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

15.7

Francina J. Spoth
Town Clerk

Meeting: 04/17/23 07:00 PM
Department: Town Clerk
DOC ID: 27331

COMMUNICATION 2023-50

REFERRED

Notice of Claim: Hassan A. Khan, MD Vs. Town of Amherst

4/17/2023

Referred to Attorney

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

NOTICE OF CLAIM

'23 MAR 29 PM 12:14

TO: The Town of Amherst, Town Clerk, 5583 Main Street, Amherst, New York 14221.

PLEASE TAKE NOTICE, that a claim is hereby made pursuant to General Municipal Law Section 50-e and the following information is furnished pursuant to that Section. Claimant's information is furnished pursuant to that Section.

Claimant's Name: Hassan A. Khan, MD

Claimant's Address: [REDACTED]

Claimant's Phone Number: [REDACTED]

Claimant's Email: [REDACTED]

Date/Time and Location Where Damage Occurred:

March 14th, 2023 at approximately 2:30 PM, I parked my black 2021 Volkswagen Tiguan SUV (New York license plate number: KKE 2649) in the parking lot of Bagel Jay's Bakery & Café (100 Plaza Dr A, Williamsville, NY 14221).

Description of Occurrence:

My vehicle was parked in the second row away from the café, facing the storefront. While inside the café waiting for my food ([REDACTED]), a staff member from the café noticed that a blue SUV had backed into our black SUV. I immediately left the café and noticed a blue Ford Escape SUV (New York license plate number: AL 6004) reversed near the rear end of my vehicle. I noticed that the driver side rear brake light was broken and that the rear bumper was also damaged. I met the driver of the other vehicle, a man by the name of David Winnert II. He identified that he was not hurt from the accident. He was apologetic for the incident and reported that he worked as a plumber for the Town of Amherst (Building Department, ID number: 725) and was on work duty in a town car. There was no damage noted to his vehicle. We both inspected my vehicle together and noted the damage reported above. After exchanging information, he reported that someone from the Town of Amherst would contact me for further details regarding repair of damages on my vehicle. I obtained my order from the café and left the scene. The police were not called at that time as the damage to either vehicle was not extensive and nobody was injured. After I left the scene, a police report was filed.

Description of Damage:

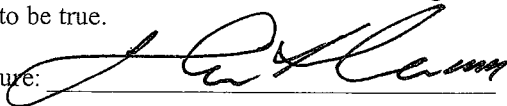
The driver side rear brake light is broken/cracked and that the rear bumper is damaged and out of position. Minor damage to the paint of the rear bumper.

Amount of Claim:

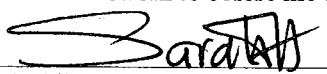
I have obtained a quote for repair of the damages reported above from West Herr Collision Center East (5255 Genesee St., Bowmansville, NY, 14026). The total cost of the repair is \$2604.20. I have attached a copy of the quote.

STATE OF NEW YORK) COUNTY OF ERIE SS.:

Hassan A. Khan, being duly sworn, deposes and says that he/she is the claimant named above; that he/she has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to the knowledge of the deponent, except as to the matters stated therein to be alleged on information and belief and that as to those matters, he/she believes it to be true.

Claimant's Signature: 

Subscribed and sworn to before me this 29th day of March, 2023


Notary Public

SARAH M HUYNH
Notary Public - State of New York
No. 01HU6249468
Qualified in Erie County
My Commission Exp. Oct. 11, 2023



Amherst Town Board

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

15.8

Francina J. Spoth
Town Clerk

Meeting: 04/17/23 07:00 PM
Department: Town Clerk
DOC ID: 27332

COMMUNICATION 2023-51

REFERRED

Notice of Claim: Brian Armstrong and Karen Armstrong Vs. Town of Amherst

4/17/2023

Referred to Attorney

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

In the Matter of the Claim of

BRIAN ARMSTRONG AND KAREN ARMSTRONG

-against-

NOTICE OF CLAIM

TOWN OF AMHERST, NEW YORK

PLEASE TAKE NOTICE, that BRIAN ARMSTRONG and KAREN ARMSTRONG hereby make a claim against the TOWN OF AMHERST, NEW YORK for damages sustained as a result of the incident described herein which took place on December 26, 2022.

1. The Claimants reside at 51 San Rafael Ct., East Amherst, New York 14051.
2. The nature of the claim for damages is the negligence and reckless disregard of the Town of Amherst concerning damage caused to the Claimants' property located at 51 San Rafael Ct., including but not limited to damage caused to Claimants' driveway, as a result of negligent and reckless operation of a bulldozer being used as a public snowplow employed by the Town of Amherst. The Town of Amherst is charged with the obligation to uphold a standard of care that includes non-negligent and non-reckless operation of vehicles used as public snowplows employed by the town.
3. The claim arose on December 26, 2022 when a bulldozer being operated as a public snowplow employed by the Town of Amherst negligently and recklessly drove onto the Claimants' property located at 51 San Rafael Ct., cracking and destroying a portion of Claimant's private driveway, resulting in significant damage necessitating repair and replacement of the driveway apron, the sidewalk through the driveway including blocks left of the driveway, and five (5) blocks of driveway above the sidewalk. Said bulldozer being operated

'23 MAR 29 PM 1:45

as a public snowplow employed by the Town of Amherst is shown in the attached photographs taken by Claimants on December 26, 2022 (Schedule A). Resulting damages are shown in the attached photograph of Claimants' private driveway and surrounding property (Schedule B).

4. The value of the damages claimed total \$7,395.00, as shown in the attached estimate for repairs (Proposal #22-307) dated January 10, 2023 (Schedule C).

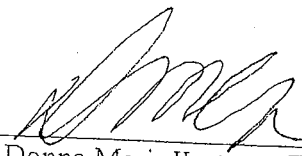
PLEASE TAKE NOTICE, that unless this Claim is adjusted and paid within a reasonable amount of time, it is the intention of the Claimants to commence suit against the Town of Amherst, New York.

Dated: Silver Creek, New York
March 23, 2023

Yours, etc.

DONNA MARIE HARTNETT, ESQ.

By


Donna Marie Hartnett, Esq.
Attorney for Claimants
Radack & Hartnett
67 Main Street
Silver Creek, NY 14136
(716) 856-3500

Enclosures



Amherst Town Board

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

15.9

Francina J. Spoth
Town Clerk

Meeting: 04/17/23 07:00 PM
Department: Town Clerk
DOC ID: 27348

COMMUNICATION 2023-52

REFERRED

**Notice of Claim: New York Central Mutual Fire Insurance
Company A/S/O Ly Thao Do Vs. Town of Amherst Et Al.**

4/17/2023

Referred to Attorney

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

'23 MAR 31 AM 10:46

-----X
 IN THE MATTER OF THE CLAIM OF
 NEW YORK CENTRAL MUTUAL FIRE
 INSURANCE COMPANY a/s/o LY THAO DO,

Claimant(s),

-against-

NOTICE OF CLAIM

TOWN OF AMHERST, AMHERST POLICE DEPARTMENT
 and HEATHER CASSELMAN,

Respondent(s).
 -----X

TO: Town of Amherst
 5583 Main Street
 Williamsville, New York 14221

Amherst Police Department
 500 John James Audubon Parkway
 Amherst, New York 14221

Heather Casselman
 500 John James Audubon Parkway
 Amherst, New York 14221

PLEASE TAKE NOTICE, that claimant(s), New York Central Mutual Fire Insurance Company a/s/o Ly Thao Do hereby make(s) a claim and demands against the Town of Amherst, Amherst Police Department and Heather Casselman as follows, upon information and belief:

1. NAME AND P.O. ADDRESS OF CLAIMANTS AND THEIR ATTORNEY IS:

New York Central Mutual Fire Insurance Company
 1899 Central Plaza East
 Edmeston, New York 13335-1899

INSURED/SUBROGOR'S NAME: Ly Thao Do
 INSURED'S ADDRESS: [REDACTED]

Attorney Name:	HARRIETTE G. ZELMAN
Attorney for Claimant:	New York Central Mutual Fire Insurance Co.
Attorney's address:	225 Roslyn Road
	Roslyn Heights, NY 11577

Attachment: DOC040323-04032023110946 (COM-2023-52 : NOC: NY Central Vs TOA)

2. THE NATURE OF THE CLAIM:

Claim to recover monies paid by claimant subrogee New York Central Mutual Fire Insurance Company to or on behalf of its insured and subrogor Ly Thao Do as a result of property damage and additional personal injury protection benefits paid due to property damage, personal injuries and lost wages sustained by claimant's subrogor as a result of an automobile accident of October 11, 2022 with a 2022 Ford Suburban, car #109, owned and registered to Respondent Town of Amherst and/or Respondent Amherst Police Department and operated by Respondent Heather Casselman, an employee of Respondent Town of Amherst and/or Amherst Police Department.

3. THE TIME WHEN, THE PLACE WHERE AND THE MANNER IN WHICH THE CLAIM AROSE:

Claimant's subrogor's vehicle was being operated by Ly Thao Do on October 11, 2022, at approximately 0735 military time at Transit Road and Millersport Highway, Amherst, Erie County, New York when involved in an automobile accident with Respondents' 2022 Ford, Suburban, car #109, New York State License Plate number POLICE, (see police report attached) being operated by Respondent Heather Casselman, an employee of the Respondent Town of Amherst and/or Amherst Police Department.

Claimant's insured's vehicle was southbound on Transit Road. Respondent's vehicle was northbound on Transit Road and turned left in front of claimant's subrogor and struck claimant's subrogor's vehicle, thereby causing this accident, property damage to claimant's subrogor's vehicle and injuring claimant's subrogor.

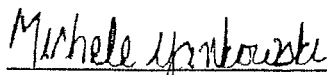
Respondents were negligent in the ownership, operation, management, maintenance and control of their aforesaid motor vehicle, in that their said motor vehicle was operated at a high, excessive, illegal and dangerous rate of speed, in failing to yield the right of way, in causing the aforementioned accident; in failing to take cognizance of the claimant's vehicle that was lawfully on the roadway; in failing to properly maintain their said motor vehicle, in placing claimant in a dangerous and perilous condition while lawfully on the aforesaid public highway and/or thoroughfare; in endangering the life and limb of the claimant, in failing to observe the rules of the road; in failing to have their said motor vehicle in proper condition, in driving carelessly, in failing to proceed with due caution; in driving with reckless disregard for the safety of others, in failing to properly manage and control their vehicle; in failing to take heed of traffic conditions and other motor vehicles lawfully on the roadway; in failing to train and hire competent personnel to operate said vehicle; and in that the Respondents violated the regulations, ordinances and statutes of the Town of Amherst, State of New York and in other ways acting in a careless, reckless and negligent manner thereby causing this accident and the resultant damages.

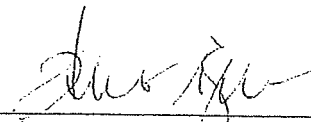
Alternatively, if Respondents were engaged in an emergency call at the time of the subject collision (which we are uncertain of at this time) Respondents and their agents, servants and employees acted with gross negligence and reckless disregard.

4. THE ITEMS OF DAMAGE OR INJURIES CLAIMED ARE:

New York Central Mutual Fire Insurance Company paid property damage to or on behalf of its insured and subrogor Ly Thao Do in the amount of \$20,745.73 and additional personal injury protection benefits to or on behalf of its insured and subrogor Ly Thao Do in the amount of \$4,655.55 and continuing, as a result of personal injuries sustained by her due to the negligence of Respondents in causing this accident and the resultant injuries.

The undersigned claimant(s) therefore presents this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant(s) intend(s) to commence an action on this claim.


MICHELE YANKOWSKI
No Fault Examiner II


Harriette G. Zelman
Attorney for Claimant(s)

Corporate Verification

State of New York, County of *Albany* ss.:

Michele Yankowski, being duly sworn deposes and says that deponent is a No Fault Subrogation Examiner II at New York Central Mutual Fire Insurance Company, corporate claimant named in the within action; that deponent has read the foregoing Notice of Claim and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters deponent believes it to be true.

This verification is made by deponent because said claimant is a corporation organized under the laws of the State of New York and your deponent is a No Fault Subrogation Examiner II and has the authority to execute this Notice of Claim.



Amherst Town Board

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

15.10

Francina J. Spoth
Town Clerk

Meeting: 04/17/23 07:00 PM
Department: Town Clerk
DOC ID: 27368

COMMUNICATION 2023-53

REFERRED

Notice of Claim: Allstate Fire and Casualty Insurance Company A/S/O Michael Nitsche Vs Town of Amherst

4/17/2023

Referred to Attorney

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



Allstate
You're in good hands.

Allstate Fire and Casualty Insurance Company
P.O. BOX 660636
DALLAS TX 75266



TOWN OF AMHERST
5583 MAIN ST STE 1
WILLIAMSVILLE NY 142215499

March 30, 2023

CLAIM NUMBER: 0698937059 F5G
DATE OF LOSS: January 10, 2023
OUR INSURED: MICHAEL NITSCHKE
YOUR FILE NUMBER:
YOUR INSURED:
ADDRESS:

PHONE NUMBER: 800-374-4246
FAX NUMBER: 866-447-4293

CITY STATE ZIP: , ,
LOSS LOCATION: 63 Meadowbrook Rd, Buffalo, , NY
AMOUNT OF LOSS: \$4,944.18

Re: Subrogation Claim Notice

Dear TOWN OF AMHERST,

Our investigation indicates your insured was responsible for the loss referenced above.

Please accept this letter as notice of our subrogation claim. Enclosed, you will find copies of the supporting documents for which we are seeking reimbursement. To assist you in your review, the following is a breakdown of our subrogation demand:

Auto Damage (Company Paid):	\$4,394.18
Rental:	\$450.00
Towing:	\$
Other:	\$
Deductible (Customer Paid):	\$100.00
Salvage Recovery:	\$
Insured Out of Pocket (please send directly to our Insured):	\$

Please forward your payment with our claim number to:

Allstate Payment Processing Center
P.O. BOX 650271
Dallas, TX 75265 0271

Be advised that any amounts received from you for less than the amount demanded will be considered an undisputed partial payment amount only, and we retain the right to pursue full payment.

We ask that you direct any future correspondence to the address listed at the top of this letter

If corresponding by e-mail, please send to claims@claims.allstate.com and refer to the Allstate claim number on the subject line. Thank you.

0698937059 F5G

'23 APR 3 PM2:49

Attachment: DOC040623-04062023090838 (COM-2023-53 : Notice of Claim: Allstate A/S/O Michael Nitsche Vs TOA)



Amherst Town Board

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

15.11

Francina J. Spoth
Town Clerk

Meeting: 04/17/23 07:00 PM
Department: Town Clerk
DOC ID: 27382

COMMUNICATION 2023-54

REFERRED

Notice of Claim: Kevin Mootz Vs. Town of Amherst

4/17/2023

Referred to Attorney

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

IN THE MATTER OF THE CLAIM OF:

KEVIN MOOTZ,

Claimant,

v.

NOTICE OF CLAIM

TOWN OF AMHERST,

Respondent.

TO: Martin A. Polowy, Esz.
Town of Amherst Attorney
5583 Main St
Williamsville, New York 14221

Francina J. Spoth
Town of Amherst Clerk
5583 Main St
Williamsville, New York 14221

PLEASE TAKE NOTICE, that the Claimant, KEVINMOOTZ, by and through his attorneys, the Law Offices of Robert D. Berkun, 350 Main Street, Suite 2150, Buffalo, New York 14202, hereby makes a claim against the Respondent, TOWN OF AMHERST, as follows:

1. The Claimant's full name is KEVIN MOOTZ, and his date of birth is [REDACTED]
2. The Claimant resides at [REDACTED]
3. That on or about the 2nd day of April, 2023, the Claimant was caused to trip and fall on an uneven, unlevel, raised, and negligently maintained sewer/man hole cover protruding from the sidewalk in front of and/or adjacent to the real property located at 3750 Main Street, Amherst, 14226.
4. Upon information and belief, said property is owned by the Respondent, TOWN OF AMHERST.

'23 APR 10 PM3:01

Attachment: DOC041123-04112023084303 (COM-2023-54 : Notice of Claim: Kevin Mootz Vs. Town of Amherst)

5. That the incident described above was caused by the negligence of the TOWN OF AMHERST, its agents, servants, employees and/or contractors, in that the TOWN OF AMHERST did not take all adequate, reasonable, and necessary steps to provide for the safety of the Claimant. That, specifically, the TOWN OF AMHERST, its agents, servants, employees and/or contractors, were careless, negligent and reckless in the following ways: Causing and/or creating and/or contributing to the uneven, unlevel, raised, and negligently maintained sewer/man hole cover protruding from the sidewalk in front of and/or adjacent to the real property located at 3750 Main Street, Amherst, 14226 failing to warn Plaintiff of the dangerous/hazardous condition of the aforementioned sidewalk and surrounding area when the TOWN OF AMHERST, its agents, servants, employees, and/or contractors, knew, or should have known in the exercise of reasonable care, that people lawfully on the premises would walk on said sidewalk and surrounding area which was then dangerous/hazardous due to uneven, unlevel, raised, and negligently maintained sewer/man hole cover protruding from the sidewalk in front of and/or adjacent to the real property located at 3750 Main Street, Amherst, 14226; failing to correct the condition of the aforementioned sidewalk and surrounding area which was in existence for hours and/or days prior to Plaintiff's fall; the TOWN OF AMHERST, its agents, servants, employees, and/or contractors, knew, or should have known in the exercise of reasonable care, of the uneven, unlevel, raised, and negligently maintained sewer/man hole cover protruding from the sidewalk in front of and/or adjacent to the real property located at 3750 Main Street, Amherst, 14226 on the aforementioned sidewalk and surrounding area and failed to take any measures to block access to the dangerous/hazardous area to prevent injury to those lawfully thereon; Plaintiff was injured as a result of the dangerous condition which was

allowed to occur and continue on the premises due to the action and/or inaction of the TOWN OF AMHERST, its agents, servants, employees, and/or contractors; the TOWN OF AMHERST, its agents, servants, employees, and/or contractors, had a duty to properly inspect and maintain the premises, and keep same in a reasonably safe condition to prevent foreseeable injury to other persons on the premises; the TOWN OF AMHERST, its agents, servants, employees, and/or contractors, knew, or should have known in the exercise of reasonable care, of the existence of the dangerous/hazardous condition consisting uneven, unlevel, raised, and negligently maintained sewer/man hole cover protruding from the sidewalk in front of and/or adjacent to the real property located at 3750 Main Street, Amherst, 14226; failing to exercise ordinary and reasonable care in that the TOWN OF AMHERST, its agents, servants, employees, and/or contractors, were generally careless and negligent, causing injury to the Plaintiff, who was lawfully on the premises.

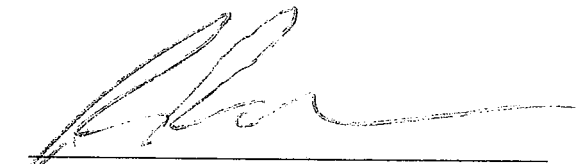
6. Attached hereto and made a part hereof are six (6) color photographs depicting the area of the subject fall.
7. That as a result of this fall, the Claimant, KEVIN MOOTZ, sustained serious personal injuries, including, but not limited to, a fracture of the left elbow, left pinky and laceration to the left hand.
8. That the Claimant, KEVIN MOOTZ, has incurred various medical expenses and is continuing to treat with medical providers for the injuries he sustained due to the negligence of the Respondent, TOWN OF AMHERST.
9. That the Claimant, KEVIN MOOTZ, hereby makes a claim against the Respondent, TOWN OF AMHERST, for his personal injuries, medical expenses, past, present and future pain suffering and loss of enjoyment of life suffered as a result of the incident that

occurred on or about April 2, 2023, on the uneven, unlevel, raised, and negligently maintained sewer/man hole cover protruding from the sidewalk in front of and/or adjacent to the real property located at 3750 Main Street, Amherst, New York.

10. That the Claimant, KEVIN MOOTZ, respectfully reserves the right to amend this Notice of Claim if necessary.

PLEASE TAKE NOTICE, that in the event that the Respondent fails to resolve the matter, the Claimant intends to commence an action in the Supreme Court of the State of New York, County of Erie, to recover damages in an amount which is currently undetermined, together with the costs and disbursements of this action, and for such other and further relief as the Court deems just and proper.

DATED: Buffalo, New York
April 7, 2023



Brian R. Wood, Esq.
LAW OFFICES OF ROBERT D. BERKUN
Attorneys for Claimant
Office and P.O. Address
350 Main Street, Suite 2150
Buffalo, New York 14202
(716) 855-3255



Amherst Town Board

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

15.12

Francina J. Spoth
Town Clerk

Meeting: 04/17/23 07:00 PM
Department: Town Clerk
DOC ID: 27325

COMMUNICATION 2023-55

REFERRED

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

4/17/2023

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

NELLIE BROWN and
GERARD FONTE,

Claimants,

v.

TOWN OF AMHERST

Respondents.

**VERIFIED
NOTICE OF CLAIM**

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

TO: TOWN OF AMHERST

**Attn: Francina J. Spoth
Town of Amherst Clerk
Amherst Municipal Building
5583 Main Street
Williamsville, New York 14221**

'23 MAR 22 PM 2:52

Attachment: DOC032223-03222023151248 (COM-2023-55 : Verified Notice of Claim: Nellie Brown and Gerard Fonte Vs. Town of Amherst)

PLEASE TAKE NOTICE that pursuant to any and all laws, rules, or regulations as may apply to the circumstances at hand, including but not limited to General Municipal Law § 50-e, Rupp Pfalzgraf LLC, on behalf of the claimants, Gerard Fonte and Nellie Brown, hereby submits this notice of claim and demand to the Respondent as follows:

1. **Claimants:**

Gerard Fonte
Nellie Brown

[REDACTED]
[REDACTED]

2. **The Claimants' Attorneys:**

R. Anthony Rupp III, Esq.
Chad A. Davenport, Esq.
Rupp Pfalzgraf LLC
1600 Liberty Building, 424 Main Street
Buffalo, New York 14202.

3. **Nature of the Claim:** The claim is for Abuse of Process, Malicious Use of Process, Negligence, Nuisance, Negligent Screening, Hiring, Retention, Training, or Supervision, Respondeat Superior, Careless Acts, Failure to Carry Out Official Duties, Negligence in the Performance of Official Duties, Official Misconduct, Breach of Fiduciary Duty, Dereliction of Official Duties, Negligent Unlawful Conduct, Acts, and Omissions of the Respondents, Replevin, Conversion, Civil Conspiracy, a violation of the Claimants' Constitutional Rights Guaranteed Under the New York State Constitution, and a Violation of the Claimants' Constitutional Rights pursuant to 42 U.S.C. § 1983.

4. **Description of Claim and Time, Place, and Manner:** Prior to the actions described in this notice of claim, the claimants were in possession of a Mauser C69 pistol. The pistol that was in the possession of the claimants was a fully automatic pistol. Upon information and belief, of the more than 1,100,000 Mauser pistols that were built, only about 98,000 were fully automatic.

The pistol came into possession of, specifically, Nellie Brown. Ms. Brown's maternal grandfather was Frank R. Castellana, and Mr. Castellana owned a combination gunsmith and locksmith business. Mr. Castellana died in 1974, and Ms. Brown's mother, Marie P. Brown was the sole heir. Ms. Brown's mother died in 2016, and Ms. Brown was the sole heir. Therefore, she inherited the Mauser weapon by Surrogate's court decree dated October 26, 2018. Documents evidencing Ms. Brown's ownership of the Mauser pistol are attached hereto as **Exhibit A**.

Although no one previously knew that the pistol was a machine gun, Ms. Brown's husband, Gerard Fonte discovered that the Mauser pistol was a machine gun while he was researching the guns that were part of the estate of Ms. Brown's mother. Upon discovering that the Mauser pistol was, indeed, a machine gun, the claimants turned the pistol over to the Town of Amherst Police on June 22, 2016. Attached as **Exhibit B** is a "Safekeeping of Weapons" completed by Mr. Fonte.

In 2019, an agreement was made to transfer the Mauser pistol to L&L Machine Guns in Tulsa, Oklahoma. A Form-4 to facilitate the transfer was submitted on or about March 10, 2019.

On November 15, 2015, the claimant filed an "Application for Non-Destruction" of, inter alia, the Mauser pistol that was turned over to the Town of Amherst for safekeeping.

That application was granted by the Hon. M. William Boller on or about May 26, 2016. No subsequent order or decision was issued that called into question the applicability of the Non-Destruction judicial order. Documents evidencing this judicial order are attached as **Exhibit C**.

On June 4, 2020, Mr. Fonte received a phone call from an "Officer Johnson," who claimed to be affiliated and employed with the Town of Amherst police department. Officer Johnson was calling to discuss the long time that the Mauser pistol had been in safekeeping. Mr. Fonte explained to the officer that the two-year delay was due to the lengthy process that was required to probate the will of Ms. Brown's mother. Mr. Fonte also stated that the gun transfer for the Mauser pistol was in process. Officer Johnson agreed during that phone call that the claimants were doing everything they could and the Officer said that he would add another year for safekeeping of the Mauser pistol. The Officer also stated during that phone call that he knew the pistol was very valuable, and he assured Mr. Fonte that the police department would notify the claimants before they took any action regarding the safekeeping.

On June 15, 2022, Mr. Fonte called the Town of Amherst police department to set up a time that he could go and photograph the Mauser pistol. Mr. Fonte spoke with a "Detective Walsh," who informed Mr. Fonte that the Mauser pistol "was destroyed in August 2021." Det. Walsh incorrectly stated that the claimants were informed before the pistol was destroyed.

Afterwards, the claimants requested that the respondent provide them with paperwork regarding the destruction. The respondent refused, and told the claimants that they would have to submit a FOIL request to obtain the documentation. The respondents also refused to meet with the claimants regarding the destruction.

On or around June 29, 2022, a Captain Mann called Mr. Fonte and rudely told him that the gun was on Town of Amherst property for more than a year and the Town "isn't a

storage facility for residents.” During that phone call, Mr. Fonte requested that the Captain provide him with a copy of the destruction order, and the Captain admitted that there was no such order.

5. **Items of Damage or Injuries Sustained:** As a result of Respondent’s unlawful conduct described in detail above, Respondent has caused harm to the public at large and to the claimants in the following respects:

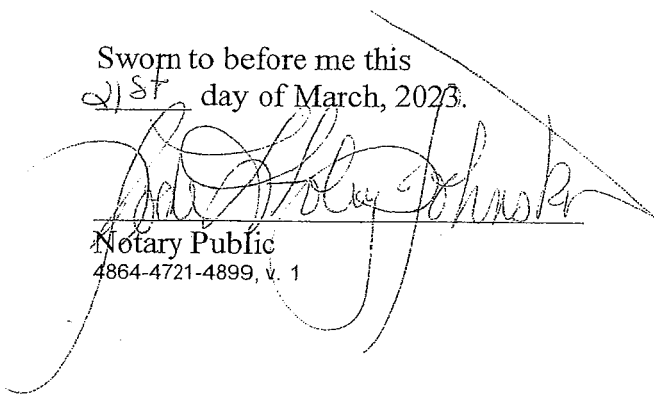
- a. The claimants lost the value of the Mauser pistol, which at this time is estimated to be approximately a \$30,000 loss for the claimants.
Respondent, therefore, is responsible and liable to the claimants for \$30,000 in property damage.
- b. The claimants lost valuable time spent researching the weapon, researching and submitting various forms to preserve the Mauser pistol, and time spent researching the value of the pistol and potential buyers for the pistol. The claimants estimate that they have suffered approximately \$10,000 in lost time as a result of the respondent’s actions.
- c. In total, the claimants estimate that the respondent’s actions and omissions have caused approximately \$40,000 in damages to the claimants. Respondent is liable to the claimants for this entire amount.

WHEREFORE, Claimants request that the Respondent be held accountable for their unlawful conduct in connection with this claim. Respondent hereby is notified that unless this claim is addressed within the time provided by law from the date of presentation, the Claimants intend to commence a lawsuit on this claim, together with interests, costs, and disbursements.



Chad A. Davenport, Esq.

Sworn to before me this
21st day of March, 2023.



Notary Public
 4864-4721-4899, v. 1

JODI L. FOLEY-JOHNSTON
 Notary Public, State of New York
 Reg No. 01FO6033530
 Qualified in Erie County
 My Commission Expires Nov. 22, 2025



Amherst Town Board

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

15.13

Francina J. Spoth
Town Clerk

Meeting: 04/17/23 07:00 PM
Department: Town Clerk
DOC ID: 27347

COMMUNICATION 2023-56

REFERRED

**Amended Third Party Summons & Third Party Complaint:
Terrence R. Baldwin Vs. Town of Amherst Et Al.**

4/17/2023

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

TERRENCE R. BALDWIN,

[REDACTED]

Plaintiff,

vs.

AMENDED
THIRD PARTY SUMMONS

Index No. 806606/2022

JAQUAN HUNT,

[REDACTED], and

DEBRA BRILLHART,

[REDACTED]

Defendants.

DEBRA BRILLHART,

[REDACTED]

Index No. 806606/2022-TP1

Third-Party Plaintiff,

vs.

TOWN OF AMHERST,

5583 Main Street

Williamsville, New York 14221, and

TOWN OF AMHERST POLICE DEPARTMENT,

500 John James Audubon Parkway

Amherst, New York 14228,

JOHN/JANE DOE,

Police Officer

500 John James Audubon Parkway

Amherst, New York 14228,

Third-Party Defendants.

'23 MAR 30 AM 10:34

TO THE ABOVE-NAMED THIRD-PARTY DEFENDANT(S):

YOU ARE HEREBY SUMMONED to answer the Complaint of the Third-Party Plaintiff,

DEBRA BRILLHART, a copy of which is herewith served upon you, together with copies of all

prior pleadings in the action, and to serve copies of your Answer upon the undersigned attorney for the Third-Party Plaintiff within twenty (20) days after the service of this Summons and Third-Party Complaint, exclusive of the day of service or within thirty (30) days after service is complete if service is made by any method other than personal delivery to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the Third-Party Complaint.

DATED: Buffalo, New York
March 28, 2023

Yours, etc.,


Joan M. Richter, Esq.

BY: Joan M. Richter, Esq.
Law Office of Daniel R. Archilla
Attorneys for Defendant/Third-Party Plaintiff
DEBRA BRILLHART
170 Franklin Street, STE 500
Buffalo, New York 14202
Tele: 716-856-0875
Fax: 716-853-1897
Email: jrichter@geico.com
File No.: 22-0112707

TO: Town of Amherst
5583 Main Street
Williamsville, New York 14221

Town Of Amherst Police Department
500 John James Audubon Parkway
Amherst, New York 14228

John/Jane Doe
Police Officer
500 John James Audubon Parkway
Amherst, New York 14228

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

TERRENCE R. BALDWIN,

Plaintiff,

vs.

**AMENDED
THIRD PARTY COMPLAINT**

Index No.: 806606/2022

**JAQUAN HUNT and
DEBRA BRILLHART,**

Defendants.

DEBRA BRILLHART,

Third-Party Plaintiff,

vs.

Index No.: 806606/2022-TP1

**TOWN OF AMHERST and
TOWN OF AMHERST POLICE DEPARTMENT,
JOHN/JANE DOE, POLICE OFFICER,**

Third-Party Defendants.

Defendant/Third-Party Plaintiff, DEBRA BRILLHART, by her attorneys, Law Office of Daniel R. Archilla for her Third-Party Complaint against the Third-Party Defendants, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and JOHN/JANE DOE, POLICE OFFICER, alleges as follows:

1. Defendant/Third-Party Plaintiff, DEBRA BRILLHART, is a resident of the County of [REDACTED]

2. Upon information and belief, the Third-Party Defendant, TOWN OF AMHERST, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York with main offices located at 5583 Main Street, Williamsville, NY 14221.

3. Upon information and belief, the Third-Party Defendant, TOWN OF AMHERST POLICE DEPARTMENT, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York with main offices located at 500 John James Audubon Parkway, Amherst, NY 14228.

4. Upon information and belief, the Third-Party Defendant, JOHN/JANE DOE, a Police Officer, was and is a resident of the County of Erie and State of New York and an employee of the Town of Amherst Police Department.

5. The Plaintiff has served upon the Defendant/Third-Party Plaintiff, DEBRA BRILLHART, a Complaint which is attached hereto as **Exhibit A** and which alleges, in substance, that the said Plaintiff sustained damages as a result of the negligence of the Defendant/Third-Party Plaintiff, DEBRA BRILLHART. A copy of the Defendant/Third-Party Plaintiff's Answer is attached hereto as **Exhibit B**.

**AS AND FOR A FIRST, SEPARATE AND DISTINCT CAUSE OF ACTION
AGAINST THE THIRD-PARTY DEFENDANTS, THE THIRD-PARTY PLAINTIFF
ALLEGES AS FOLLOWS:**

6. If the Plaintiff was damaged as alleged in his Complaint, through any negligence other than the negligence of the Plaintiff, said damage was due to the negligence and/or culpable conduct of Third-Party Defendants, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT, and JOHN/JANE DOE, A POLICE OFFICER.

7. If the Plaintiff should recover damages from the Defendant/Third-Party Plaintiff, DEBRA BRILLHART, the Defendant/Third-Party Plaintiff will be damaged thereby and will be entitled to recover over against the Third-Party Defendants, TOWN OF AMHERST, TOWN OF

AMHERST POLICE DEPARTMENT and JOHN/JANE DOE, A POLICE OFFICER, contribution in any amount which the Defendant/Third-Party Plaintiff, DEBRA BRILLHART, actually pay to the Plaintiff over and above her equitable share of the liability as determined by the relative degrees of culpable conduct as between the Third-Party Plaintiff and the Third-Party Defendants.

**AS AND FOR A SECOND, SEPARATE AND DISTINCT CAUSE OF ACTION
AGAINST THE THIRD-PARTY DEFENDANTS, THE THIRD-PARTY PLAINTIFF
ALLEGES AS FOLLOWS:**

8. If the Plaintiff was damaged as alleged in the Plaintiff's Complaint, through any negligence other than the negligence of the Plaintiff, said damage was due to the negligence and/or culpable conduct of the Third-Party Defendants, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and JOHN/JANE DOE, A POLICE OFFICER.

9. If the Plaintiff should recover damages from the Defendant/Third-Party Plaintiff, DEBRA BRILLHART, the said Defendant/Third-Party Plaintiff will be damaged thereby and will be entitled to full indemnity from the Third-Party Defendants, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and JOHN/JANE DOE, A POLICE OFFICER, by reason of the fact that the liability of the Defendant/Third-Party Plaintiff, DEBRA BRILLHART, to the Plaintiff is vicarious only or was brought about solely by the culpable conduct of the Third-Party Defendants, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and JOHN/JANE DOE, A POLICE OFFICER, over which the Third-Party Plaintiff did not exercise control.

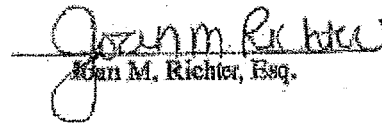
WHEREFORE, the Defendant/Third-Party Plaintiff, DEBRA BRILLHART, demands judgment against the Third-Party Defendants, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and JOHN/JANE DOE, A POLICE OFFICER, as follows:

On the first cause of action for any amounts which the Third-Party Plaintiff, DEBRA BRILLHART, actually pays to the Plaintiff over and above her equitable share of the liability as determined by the relative degree of culpable conduct as between the Third-Party Plaintiff, and the Third-Party Defendants, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and JOHN/JANE DOE, A POLICE OFFICER;

On the second cause of action for any amount which the Defendant/Third-Party Plaintiff, DEBRA BRILLHART, is judged to be liable to the Plaintiff or for any amount which the Defendant/Third-Party Plaintiff, DEBRA BRILLHART, pays to the Plaintiff by way of settlement of the Plaintiffs claim.

DATED: Buffalo, New York
March 28, 2023

Yours, etc.,


Joan M. Richter, Esq.

BY: Joan M. Richter, Esq.
Law Office of Daniel R. Archilla
Attorneys for Defendant/Third-Party Plaintiff
DEBRA BRILLHART
170 Franklin Street, STE 500
Buffalo, New York 14202
Tele: 716-856-0875
Fax: 716-853-1897

TO: Town of Amherst
5583 Main Street
Williamsville, New York 14221

Town Of Amherst Police Department
500 John James Audubon Parkway
Amherst, New York 14228

John/Jane Doe
Police Officer
500 John James Audubon Parkway
Amherst, New York 14228



Amherst Town Board

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

15.14

Francina J. Spoth
Town Clerk

Meeting: 04/17/23 07:00 PM
Department: Town Clerk
DOC ID: 27395

COMMUNICATION 2023-57

REFERRED

Second Third-Party Summons & Complaint: Jaquan Hunt Vs. Town of Amherst Et Al.

4/17/2023

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

TERRENCE R. BALDWIN,

Plaintiff,

vs.

JAQUAN HUNT and DEBRA BRILLHART,

Defendants.

SECOND THIRD-PARTY SUMMONS

Index No.: 806606/2022

DEBRA BRILLHART,

Third-Party Plaintiff,

vs.

Index No.: 806606/2022-TP1

TOWN OF AMHERST,
TOWN OF AMHERST POLICE DEPARTMENT, and
JOHN/JANE DOE POLICE OFFICER

Third-Party Defendants.

JAQUAN HUNT
[REDACTED]
[REDACTED]

Second-Third Party Plaintiff,

vs.

TOWN OF AMHERST
500 John James Audubon Parkway
Amherst, New York 14228,

TOWN OF AMHERST POLICE DEPARTMENT
500 John James Audubon Parkway
Amherst, New York 14228, and

JOHN/JANE DOE POLICE OFFICER
500 John James Audubon Parkway
Amherst, New York 14228,

Second-Third Party Defendants.

Attachment: DOC041223-04122023081827 (COM-2023-57 : Second Third-Party Summons & Complaint: Jaquan Hunt Vs. Town of Amherst Et Al.)

TO THE ABOVE-NAMED SECOND THIRD-PARTY DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint of the Second Third-Party Plaintiff, JAQUAN HUNT, a copy of which is herewith served upon you, together with copies of all prior pleadings in the action, and to serve copies of your Answer upon the undersigned attorney for the Third-Party Plaintiff within twenty (20) days after the service of this Summons and Second Third-Party Complaint, exclusive of the day of service or within thirty (30) days after service is complete if service is made by any method other than personal delivery to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the Second Third-Party Complaint.

DATED: BUFFALO, NEW YORK
March 30, 2023

NASH CONNORS, P.C.

/s/ Andrew J. Kowalewski

Andrew J. Kowalewski, Esq.
Attorneys for Defendant/Second Third-Party Plaintiff
JAQUAN HUNT
344 Delaware Avenue, Suite 400
Buffalo, New York 14202
(716) 842-4121

TO: TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST POLICE DEPARTMENT
500 John James Audubon Parkway
Amherst, New York 14228

JOHN/JANE DOE
Police Officer
500 John James Audubon Parkway
Amherst, New York 14228

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

TERRENCE R. BALDWIN,

Plaintiff,

vs.

JAQUAN HUNT and
DEBRA BRILLHART,

Defendants.

SECOND THIRD-PARTY COMPLAINT

Index No.: 806606/2022

JAQUAN HUNT,

Third-Party Plaintiff,

vs.

Index No.: 806606/2022-TP1

TOWN OF AMHERST,
TOWN OF AMHERST POLICE DEPARTMENT, and
JOHN/JANE DOE Police Officer,

Third-Party Defendants.

JAQUAN HUNT


Second-Third Party Plaintiff,

vs.

TOWN OF AMHERST,
TOWN OF AMHERST POLICE DEPARTMENT, and
JOHN/JANE DOE POLICE OFFICER,

Second-Third Party Defendants.

Defendant/Second Third-Party Plaintiff, JAQUAN HUNT, by his attorneys Nash Connors, P.C., for his Second Third-Party Complaint against the Third-Party Defendants/Second Third-Party Defendants, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and JOHN/JANE DOE, POLICE OFFICER, alleges as follows:

1. Defendant/Second Third-Party Plaintiff, JAQUAN HUNT, is a resident of the County

[REDACTED]

2. Upon information and belief, the Third-Party Defendant/Second Third-Party Defendant, TOWN OF AMHERST, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York with main offices located at 5583 Main Street, Williamsville, NY 14221.

3. Upon information and belief, the Third-Party Defendant/Second Third-Party Defendant, TOWN OF AMHERST POLICE DEPARTMENT, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York with main offices located at 500 John James Audubon Parkway, Amherst, NY 14228.

4. Upon information and belief, the Third-Party Defendant/Second Third-Party Defendant, JOHN/JANE DOE Police Officer, was and is a resident of the County of Erie and State of New York and an employee of the Town of Amherst Police Department.

5. The Plaintiff has served upon the Defendant/Second Third-Party Plaintiff, JAQUAN HUNT, a Complaint which is attached hereto as **Exhibit A** and which alleges, in substance, that the said Plaintiff sustained damages as a result of the negligence of the Defendant/Second Third-Party Plaintiff, JAQUAN HUNT. A copy of the Defendant/Second Third-Party Plaintiff's Answer is attached hereto as **Exhibit B**.

6. Defendant/Third-Party Plaintiff Debra Brillhart commenced a third-party action against Third-Party Defendants/Second Third-Party Defendants TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and JOHN/JANE DOE, POLICE OFFICER on March 20, 2023, which is attached hereto, without exhibits, as **Exhibit C**.

7. Defendant/Third-Party Plaintiff Debra Brillhart thereafter filed an Amended Third-Party Summons and Amended Third-Party Complaint against Third-Party Defendants/Second Third-Party Defendants, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT, and JOHN/JANE DOE POLICE OFFICER on March 28, 2023, which is attached hereto, without exhibits, as **Exhibit D**.

AS AND FOR A FIRST, SEPARATE AND DISTINCT CAUSE OF ACTION AGAINST THE THIRD-PARTY DEFENDANTS/SECOND THIRD-PARTY DEFENDANTS, THE SECOND THIRD-PARTY PLAINTIFF ALLEGES AS FOLLOWS:

8. If the Plaintiff was damaged as alleged in his Complaint, through any negligence other than the negligence of the Plaintiff, said damage was due to the negligence and/or culpable conduct of Third-Party Defendants/Second Third-Party Defendants, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT, and JOHN/JANE DOE POLICE OFFICER.

9. If the Plaintiff should recover damages from the Defendant/Second Third-Party Plaintiff, JAQUAN HUNT, the Defendant/Second Third-Party Plaintiff will be damaged thereby and will be entitled to recover over against the Third-Party Defendants/Second Third-Party Defendants, TOWN OF AMHERST, TOWN OF AMHERST DEPARTMENT and JOHN/JANE DOE POLICE OFFICER, contribution in any amount which the Defendant/Second Third-Party Plaintiff, JAQUAN HUNT, actually pay to the Plaintiff over and above his equitable share of the liability as determined by the relative degrees of culpable conduct as between the Second Third-Party Plaintiff and the Third-Party Defendants/Second Third-Party Defendants.

AS AND FOR A SECOND, SEPARATE AND DISTINCT CAUSE OF ACTION AGAINST THE THIRD-PARTY DEFENDANTS/SECOND THIRD-PARTY DEFENDANTS, THE SECOND THIRD-PARTY PLAINTIFF ALLEGES AS FOLLOWS:

10. If the Plaintiff was damaged as alleged in the Plaintiff's Complaint, through any negligence other than the negligence of the Plaintiff, said damage was due to the negligence and/or culpable conduct of the Third-Party Defendants/Second Third-Party Defendants, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and JOHN/JANE DOE A POLICE

OFFICER.

11. If the Plaintiff should recover damages from the Defendant/Second Third-Party Plaintiff, JAQUAN HUNT, the said Defendant/Second Third-Party Plaintiff will be damaged thereby and will be entitled to full indemnity from the Third-Party Defendants/Second Third-Party Defendants, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and JOHN/JANE DOE, A POLICE OFFICER, by reason of the fact that the liability of the Defendant/Second Third-Party Plaintiff, JAQUAN HUNT, to the Plaintiff is vicarious only or was brought about solely by the culpable conduct of the Third-Party Defendants/Second Third-Party Defendants, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and JOHN/JANE DOE POLICE OFFICER, over which the Second Third-Party Plaintiff did not exercise control.

WHEREFORE, the Defendant/Second Third-Party Plaintiff, JAQUAN HUNT, demands judgment against the Third-Party Defendants/Second Third-Party Defendants, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and JOHN/JANE DOE POLICE OFFICER, as follows:

On the first cause of action for any amounts which the Defendant/Second Third-Party Plaintiff, JAQUAN HUNT, actually pays to the Plaintiff over and above his equitable share of the liability as determined by the relative degree of culpable conduct as between the Defendant/Second Third-Party Plaintiff, and the Third-Party Defendants/Second Third-Party Defendants, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and JOHN/JANE DOE POLICE OFFICER;

On the second cause of action for any amount which the Defendant/Second Third-Party Plaintiff, JAQUAN HUNT, is judged to be liable to the Plaintiff or for any amount which the Defendant/Second Third-Party Plaintiff, JAQUAN HUNT, pays to the Plaintiff by way of settlement of the Plaintiff's claim.

DATED: BUFFALO, NEW YORK
March 30, 2023

NASH CONNORS, P.C.

/s/ Andrew J. Kowalewski

Andrew J. Kowalewski, Esq.
Attorneys for Defendant/Second Third-Party Plaintiff
JAQUAN HUNT
344 Delaware Avenue, Suite 400
Buffalo, New York 14202
(716) 842-4121

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5583 Main Street
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