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, May 8, 2023 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Joseph Fiegl and Timothy M Boyle

II. INVOCATION

Deputy Supervisor Bucki

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on May 8, 2023 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Deborah Bruch Bucki	Town of Amherst	Deputy Supervisor	Present	
Jacqualine Berger	Town of Amherst	Councilmember	Present	
Shawn Lavin	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Martin A. Polowy	Town of Amherst	Town Attorney	Present	
Daryl Bramer	Town of Amherst	Comptroller	Present	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Patrick G. Lucey	Town of Amherst	Highway Superintendent	Present	

V. MINUTES APPROVAL

1. Monday, April 17, 2023

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

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 Village Pointe Lane in its entirety."

~~"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).

5/8/2023
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 7:03 PM.

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 7:03 PM.

A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Bucki. A motion to amend was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and approved 4-1 (nay, Berger). Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and approved via roll call vote 4-1 (nay, Berger).

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

2. 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.

5/8/2023
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was opened at 7:06 PM.

The following speakers spoke in opposition and raised concerns:
Mike, Fruehauf Ave
Jane Cox, 4584 Harlem Rd
Shelly Schratz, 1952 Kensington Ave

Gerry & Pat O'Connor, 27 Chateau Ter S
Judy Colton, 254 Sunshine Dr
Kathy Aquilina, 215 Maple Rd
Eugene Sibick, 34 Wik St
Chris Drongosky, 1250 Youngs Rd
Christina Coyle Lenz - 64 Chateau Ter E
Scott Hohensee, 1080 N French
John, Fruehauf Ave
Judy Ferraro, 213 Donna Lea
Bob, Chateau Ter
David & Joy Testa Cinquino, 74 Fruehauf Ave

There were no further 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: 5/22/2023 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor	
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala	

3. Resolution 2023-387

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

AGENDA ITEM : MAY 8TH, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **Town Facility Parking Lot Maintenance**
2023-2028 C.I.P. - Project No. F-3
Scheduled Public Hearing - May 8, 2023 - $100,000

The above-referenced matter is scheduled for a Public Hearing on May 8, 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 - May 8, 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*)

5/8/2023
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 7:48 PM.

Jeffrey Burroughs, Town Engineer, presented.

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

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was closed at 7:50 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

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 (7)

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 <u>comment</u> on matters involving Amherst other than those pertinent to Public Hearings that day. <u>Speakers will be limited to 3 minutes.</u>

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. Public Expression was opened at 7:50 PM.

The following speakers addressed the Town Board:
Tom Frank, 5403 Main St. - Resolution 2023-443
John Szalasny, 344 Teakwood Ter. - the upcoming solar eclipse of April 8, 2024

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 8:00 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

1. Resolution 2023-388

License Agreement: Village Preservation Foundation (CRS #4023)

Kindly adopt a resolution authorizing the Supervisor to execute the attached License Agreement for the Village Preservation Foundation to use the Town Lot for the Williamsville Farmer's Market for the year 2023 subject to successful completion of the contract routing system. (CRS #4023).

5/8/2023
Consent

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

2. Resolution 2023-389

Amendments to 2023-2028 Capital Improvement Plan

Please adopt the following amendments to the 2023-2028 Capital Improvement Plan:

Project	Description	Current 2023 CIP	Amended 2023 CIP
YR-3A	Northtown Center Ice Plant Improvements (Move from 2024 to 2023)	0	3,200 LA 2,000 X
F-13	Harlem Road CC HVAC Controls Replacement (Move to 2024)	320 LA	0
H-11	Reconstruction of Burroughs Drive (Move to 2024)	637 LA	0
P-2	Youngs Road Extension - Casey to North French Road (Move from 2023 to 2024)	300 LD	0

YR-1A	ECC North Ball Fields	2,000 LA 2,500 X 500 x	0
YR-9A	Youth & Recreation Facilities Building Control System (Move to 2024)	250 LA	0
YR-10A	Ice Resurfacer Replacement (Move to 2024)	320 LA	0
	Total Changes to Bonding (Reduction of 627)	**3,827**	**3,200**

5/8/2023
Consent

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

3. Resolution 2023-390

Meetings with Developers, City of Sarasota, Amherst IDA and Town of Amherst

Please authorize expense reimbursement for travel on April 25, 2023 - April 27, 2023 for Supervisor Kulpa; Laurie Stillwell, Community Development Director; Jessica O'Neil, Communications Coordinator; and Elizabeth Burakowski, Director of Special Projects, to attend meetings with developers, Amherst IDA and City of Sarasota regarding the Boulevard Mall at a total estimated cost not to exceed $6,000. Funds are available in the Supervisor's Department 2023 budget A 1220 4040.

5/8/2023
Consent

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

B. DEPUTY SUPERVISOR BUCKI:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER LAVIN:

E. COUNCILMEMBER SZUKALA:

1. Resolution 2023-391

Traffic Safety Board Appointment

WHEREAS, the Amherst Traffic Safety Board, also known as ATSB or Traffic Safety Board, advises the Town Board on matters affecting traffic safety on all existing and proposed roadways, subdivisions, commercial areas, and wherever cars, bicycles, recreational vehicles and pedestrians are involved; and

WHEREAS, the ATSB has a maximum roster of 10 members, with the Amherst Town Board majority appointing members, who shall serve a three (3) year term; and

WHEREAS, the ATSB currently has a Board of 9 members, who shall continue to serve until their term of appointment expires, as follows:

Eric Fraas, Chairperson, term expires 12/31/2025
Gregory Dionne, Vice Chairperson, term expires 12/31/2025
Kevin Cantwell, Member, term expires 12/31/2023
Kristin Goss, Member, term expires 12/31/2023
Maxwell Kahn, Member, term expires 12/31/2025
Jennifer L. Minchniewicz, Member, term expires 12/31/2024
Michelle Nagel, Member, term expires 12/31/2024
Daniel J. Rider, Member, term expires 12/31/2023
Kenneth A. Smith, Member, term expires 12/31/2024
Mark Storch, Member, term expires 12/31/2023; and

WHEREAS, the members of the Amherst Traffic Safety 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, Patrick Wanamaker has expressed interest in serving on the ATSB.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves appointment of Patrick Wanamaker to the Amherst Traffic Safety Board to fill the vacancy of a term to end 12/31/2024.

5/8/2023
Consent

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

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2023-392

Northtown Center Ice Plant Renovations (Bond Resolution - $3.2M)

AGENDA ITEM : MAY 8TH, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **Northtown Center - Ice Plant Renovation Project**
2023-2028 C.I.P. - Project No. YR-3A
Bond Resolution - $3.2M

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $3,200,000.00 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.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item - May 8, 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*)

Eric W. Guzdek, Recreation Specialist (*w/attachments*)

5/8/2023
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 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

2. Resolution 2023-393

Transportation Safety and Mobility Projects (Bond Resolution - $825,000)

AGENDA ITEM : MAY 8th, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **Transportation Safety and Mobility Projects**
2023-2028 C.I.P. - Project Nos. E-26, E-27, E-28, E-30, H-8
Bond Resolution - $825,000

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 $825,000.00 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 - May 8, 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*)
Christopher Schregel, Project Manager (*w/attachments*)

5/8/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved via Roll Call vote 5-0.

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

3. Resolution 2023-394

Townwide Comprehensive Planning Projects (Bond Resolution - $500,000)

AGENDA ITEM : MAY 8th, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **Townwide Comprehensive Planning Projects**
2023-2028 C.I.P. - Project No. P-1
Bond Resolution - $500,000

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

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

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

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

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

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - May 8, 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*)
Kim Amplement, Senior Planner (*w/attachments*)

5/8/2023
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 Lavin and unanimously approved via Roll Call vote 5-0.

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

4. Resolution 2023-395

Town Facility Asphalt Sealing and Striping (Bond Resolution - $100,000)

AGENDA ITEM : MAY 8th, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **Town Facility Asphalt Sealing and Striping**
2023-2028 C.I.P. - Project No. F-4
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 - May 8, 2023**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Brian J. Armstrong, Director, Engineering Services (*w/attachments*)

5/8/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

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

5. Resolution 2023-396

Townwide Centralized Security (Bond Resolution - $100,000)

AGENDA ITEM : MAY 8th, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **APD HQ Building Improvements**
2023-2028 C.I.P. - Project PO-02
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 - May 8, 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*)
Kevin Brown, Captain, Amherst Police Department (*w/attachments*)

5/8/2023
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 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

6. Resolution 2023-397

APD HQ Building Improvements (Bond Resolution - $50,000)

AGENDA ITEM : MAY 8th, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: APD HQ Building Improvements
2023-2028 C.I.P. - Project F-4
Bond Resolution - $50,000

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 $50,000.00 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 - May 8, 2023**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Brian J. Armstrong, Director, Engineering Services (*w/attachments*)

5/8/2023
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 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

7. Resolution 2023-398

Engineering Equipment and Vehicle Bond (5Y PPU/15YPPU) (OCPH - $675,000)

AGENDA ITEM : MAY 8TH, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **Engineering Equipment and Vehicle Bond (5Y PPU/15YPPU)**
2023 CIP Project Nos. E-1, E-8
Order Calling Public Hearing - $675,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matters by scheduling a Public Hearing for the project on June 5, 2023 at 3:00 p.m.

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

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - May 8, 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 Town Engineer (*w/attachment*)

5/8/2023
Consent

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

8. Resolution 2023-399

2023 Sanitary Sewer Assessment Projects (OCPH - $380,000)

AGENDA ITEM : MAY 8TH, 2023

TO: **Town Board**

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

DATE: May 1, 2023

RE: 2023 Sanitary Sewer Assessment Projects
2023 CIP Project Nos. E-7, E-21
Order Calling Public Hearing - $380,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on June 5, 2023 at 3:00 p.m.

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

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - May 8, 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 Town Engineer (*w/attachment*)

5/8/2023
Consent

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

9. Resolution 2023-400

Boulevard Central District Sanitary Sewer Improvements (OCPH $300,000)

AGENDA ITEM : MAY 8TH, 2023

TO: Town Board

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

DATE: May 1, 2023

RE: Boulevard Central District Sanitary Sewer Improvements
2023 CIP Project E-5

Order Calling Public Hearing - $300,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on June 5, 2023 at 3:00 p.m.

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

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - May 8, 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 Town Engineer (*w/attachment*)

5/8/2023
Consent

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

10. Resolution 2023-401

Amendment to Second Amended License Agreement (BNHV) - (CRS #4031/CMS #1509)

AGENDA ITEM - MAY 8th, 2023

TO: **Town Board**

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

DATE: **May 2, 2023**

RE; **Amendment to Second Amended License Agreement Between: Buffalo Niagara Heritage Village (BNHV) f/k/a Amherst Museum and Town of Amherst (CRS #4031/CMS #1509)**

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

RESOLVED, the Town Board authorizes the Town Supervisor to execute the attached agreement pending successful completion of the CRS.

MAP:EAB:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* **Agenda Item - May 8, 2023**)

5/8/2023
Consent

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

11. Resolution 2023-402

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

AGENDA ITEM : MAY 8TH, 2023

TO: **Town Board**

FROM: **Nicole M. Burroughs, Senior Paralegal**

DATE: **May 1, 2023**

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

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

This request was reviewed and approved by the Highway Department as well as the Town of Amherst Zoning Board of Appeals, who approved the request as detailed in the attached License Agreement and Exhibit "B" annexed thereto.

Thus, kindly adopt the following resolution:

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

Thank you.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item : May 8, 2023**)
Tim Lucey, General Crew Chief, Highway Department (*w/attachment*)
Daniel Ulatowski, Assistant Planning Director/ZEO (*w/attachment*)
Thomas Voigt, Assistant Planner (*w/attachment*)

5/8/2023
Consent

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

12. Resolution 2023-403

Progressive A/S/O Foskolos, Et Al. - Settlement of Claim

AGENDA ITEM : MAY 8th, 2023

TO: **Town Board**

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

DATE: **May 2, 2023**

RE: **Settlement of Litigation Matter**
Progressive a/s/o Mikayla Foskolos, et al.

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

WHEREAS, the Town Board authorizes settlement of the above matter in the amount of $45,000 paid to the Town of Amherst;

THEREFORE BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to execute any and all documents relative to the settlement of the above matter.

MAP:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item : May 8, 2023**)

5/8/2023
Consent

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

13. Resolution 2023-404

USDA Property Access Request (CRS #4010)

AGENDA ITEM : MAY 8TH, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **USDA Property Access Requests (CRS #4010)**
Box Tree Moth Response
New York European Cherry Fruit Fly
Property Located At : All Town Properties

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

RESOLVED, that the Town Board authorizes the Supervisor to execute the attached Property Access Request pending successful completion of the Contract Routing System (CRS).

The USDA is requesting that it be able to access Town properties for the purposes of treating the areas for the above invasive species.

Thank you for your consideration.

MAP:NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item: May 8, 2023**)

5/8/2023
Consent

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

14. Resolution 2023-405

Authorization to Commence Surplus Monies Action (96 Jasper)

AGENDA ITEM : MAY 8th, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **Authority To Commence Surplus Money Proceeding**
96 Jasper Drive

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

WHEREAS, the Town of Amherst Community Development program has a lien against the foreclosed property located at 96 Jasper Drive, Amherst, New York; and

WHEREAS, the program is hoping to recoup an unpaid load through the surplus funds being held by the Erie County Comptroller's Office either in whole or in part;

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office.

Thank you.

MAP:nmb
c: Timothy Koller, Deputy Town Clerk
(**Agenda Item - May 8, 2023**)
Susan Fitzpatrick, Community Development Specialist

5/8/2023
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 2023-406

Amusement License - Papi Grandes

Request by Papi Grandes, for a First Class Amusement License to hold outdoor events at 4276 Maple Rd. from May 5th, 2023 - October 21st, 2023, 7pm-11pm. Total of 50 Events.

Supervising Code Enforcement Officer recommends a fee of $50.00 per day.

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. Fire Department access must be maintained at all times in the event of an emergency.
6. Events with 1,000 guests or more will be require "Crowd Managers " per the 2020 FCNYS.
7. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.

5/8/2023
Consent

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

2. Resolution 2023-407

New Firefighters for Getzville Fire Company

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

Jeff Wright
2115 Hopkins Rd
Getzville, NY 14068

Ryan Fremming
54 Miller Rd
Getzville, NY 14068

5/8/2023
Consent

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

C. ASSESSOR:

1. Resolution 2023-408

Extension of GAR Contract #3930

Upon the recommendation of the Town Assessor, kindly adopt a resolution approving an extension of GAR Associates LLC contract #3930

The new contract is effective April 19, 2023 through April 18, 2025.

5/8/2023
Consent

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

2. Resolution 2023-409

Extending Contract for Emminger Newton Pigeon & Magyar CRS #3934

Upon the recommendation of the Town of Amherst Assessor, kindly adopt a resolution approving an extension of Emminger, Newton, Pigeon & Magyar contract #3934.

The new contract is effective April 19, 2023 through April 18, 2025.

5/8/2023
Consent

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

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2023-410

2023 Capital Improvement Program Amendment - Upper Ellicott Creek & Channel Improvements, Project F-1

Please approve this amendment to the 2023-2028 CIP and add the funding to increase the budget by $600,000.

5/8/2023
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 2023-411

Budget Transfers and Amendments

For May 8, 2023 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 5/3/2023
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:***

N2057.4000 Senior Svcs Program $110,000.00
N2064.4000 Legal Aid Bureau $2,000.00
N2065.4000 Center for Elder & Law Center $2,674.00
N2072.4000 Public Infrastructure $94,674.00
N2066.4000 Meals on Wheels $20,000.00
To transfer funds per Department request.

A1990.4000 Contingency $25,000
A1220.4040 Travel $25,000
To transfer funds for travel for special projects.

T2023.4001 Rec Fees $90,000
T2023.9000 Interfund Transfer $90,000
To transfer funds from Rec Fees into KP2207 Rec Complex capital project.

A7450.2150 Museum - Bldg. Improvements $7,300
A7450.4220 Buildings & Grounds $7,300
To transfer funds to cover the cost of removing dead trees.

N2252.4003 Tonawanda Rental HOME $4,051.20
N2253.4003 Tonawanda HOME Admin $4,051.20
To transfer per Department request.

KP2302.2750 Building Acquisition $24,409.65
KP2302.4972 Construction $24,409.65
To return unused closing cost balance to construction for KP2302 30 S. Cayuga Acquisition.

KP2136.4972 Construction $19,169.58
KP2136.2150 $19,169.58
To transfers funds into KP2136 WPCF Building & Equipment project for CRS# 3935.

A7145.1000 Recreation - Personal Services $27,517.46
A7145.8030 Recreation - FICA $2,105.09
A7260.1000 Personal Services $27,517.46
A7260.8030 FICA $2,105.09
To transfer salaries from Recreation to Northwest Amherst Community Center.

A7145.4290 Recreation - Rec Equip. $580.40
A7145.9000 Interfund Transfers $580.40
To transfer funds into KP2137 Bedford Park Improvements project.

A1345.4120 Finance - Training $679.00
A1345.2100 Furniture $575.00
A1345.2130 Computers $104.00
To transfer funds per Department request.

N2041.4000 Amh HOME Closing $12,000.00
N2141.4000 Amh HOME Closing $18,000.00
N2241.4000 Amh HOME Closing $10,000.00
N2040.4000 Amh HOME Rehab $12,000.00
N2140.4000 Amh HOME Rehab $18,000.00
N2240.4000 Amh HOME Rehab $10,000.00
To transfer funds per Departments request.

E9997.4070 Lighting - Utilities $324,248.54
E9997.9000 Interfund Transfers $324,248.54
To transfers funds into KP2201 Street Light Acquisition and Upgrades.

A5182.4070 HWY. Lighting - Utilities $42,744.46
A5182.9000 Interfund Transfers $42,744.46
To transfer funds into KP2202 Street Light Acquisition and Upgrades.

BUDGET AMENDMENTS - 2023

INCREASE:

KP2207.05031 Interfund Transfer $90,000
KP2207.4972 Construction $90,000
To record a budget amendment for transfer of T2023 Rec Fees into KP2207 Rec Complex Project for construction costs overruns.

N2223.02785 CDBG & Vg. - PI $30.00
N2223.4000 Contractual $30.00
To recognize Community Development program income from 299 Harding, Williamsville.

KP2137.05031 Interfund Transfers $580.40
KP2137.4972 Construction $580.40
To record budget amendment for transfer from A7145.4290.

INCREASE:

A7260.05001 NWACC - Refund of C/Y Exp. $19,047.01
A7260.1000 Personal Services $12,217.59
A7260.8030 FICA $868.57
A7260.4050 Mileage $86.77
A7260.8010 Retirement $1,605.02
A7260.8050 Health Insurance $4,075.18
A7260.8051 Dental $176.00
A7260.8052 Vision $17.88

A6773.05001 Nutrition - Refund of C/Y Exp. $6,662.02	A6773.1000 Personal Services $3,769.04 A6773.8030 FICA $263.31 A6773.8010 Retirement $495.14 A6773.8050 Health Insurance $2,037.59 A6773.8051 Dental $88.00 A6773.8051 Vision $8.94
A6776.05001 SOS - Refund of C/Y Exp. $3,059.94	A6776.1000 Personal Services $2,533.33 A6776.8030 FICA $193.81 A6776.8010 Retirement $332.80

To recognize refund of current year expense from CDBG funding for Northwest Amherst Community Center, Senior Center Nutrition, and Senior Outreach Services for the 1st quarter 2023.

KP2201.05031 Interfund Transfer $324,248.54 KP2201.2775 Street Light Acq. $324,248.54
To record interfund transfer from E9997 into KP2201 Street Light Acqusition and Upgrades.

KP2202.05031 Interfund Transfer $42,744.46 KP2202.2775 Street Light Acq. $42,744.46
To record interfund transfer from A5182 into KP2202 Street Light Acquistion and Upgrades.

5/8/2023
Consent

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

2. Resolution 2023-412

Travel Policy

WHEREAS the Town of Amherst has a travel policy, and

WHEREAS the travel policy was last adopted April 18, 2005, and

NOW THEREFORE BE IT RESOLVED that the attached Travel Policy be adopted by the Town of Amherst.

5/8/2023
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2023-413

Extend Bid #2021019 Vehicle Service & Parts CRS #3972 & 3995

WHEREAS, Delacy Ford (CRS #3972/Orig. CRS #2774) and Joe Basil Chevrolet (CRS #3995/Orig. CRS #2788) have agreed to extend their contracts for Bid #2021019 for Vehicle Service & Parts;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with DeLacy Ford and Joe Basil Chevrolet for the period July 26, 2023 through July 25, 2025; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extensions with Delacy Ford and Joe Basil Chevrolet.

5/8/2023
Consent

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

2. Resolution 2023-414

Award Bid #2023010 Pump Parts & Repair CRS #3975

WHEREAS, the Contract Compliance and Administration Department received bids on March 23, 2023 for Bid #2023010 Pump Parts and Repair; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Xylem Dewatering (CRS #3975) as outlined on the attached bid tabulation form; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Xylem Dewatering.

5/8/2023
Consent

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

3. Resolution 2023-415

Award Mini Bid 13002 - (2) Chevrolet Pick Up Trucks - Highway Department - CRS #3999

WHEREAS, the Contract Compliance and Administration Department received bids on April 7, 2023 for (2) Chevrolet 1500 Crew Cab Pick Up Trucks for the Highway Department; and

WHEREAS, the mini bid process resulted in responses from two (2) vendors as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the contract to West Herr Automotive dba East Syracuse Chevrolet; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with West Herr Automotive dba East Syracuse Chevrolet.

5/8/2023
Consent

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

4. Resolution 2023-416

Award Bid #2023013 Town Wide Sprinkler Inspection and Service - CRS #4007

WHEREAS, the Contract Compliance and Administration Department received bids on April 13, 2023 for Town Wide Sprinkler Inspection and Service; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract

Compliance and Administration Department to award this bid to Davis Ulmer Fire Protection; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Davis Ulmer Fire Protection.

5/8/2023
Consent

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

5. Resolution 2023-417

Award Bid #2023008 Sports Field Materials - CRS #4013, 4014, 4015 & 4016

WHEREAS, the Contract Compliance and Administration Department opened Bid #2023008 Sports Field Materials on March 9, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Professional Turf Services, Seedway LLC, Andre & Son and Site One Landscape Supply, as indicated on the bid tabulation form; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with Professional Turf Services, Seedway LLC, Andre & Son and Site One Landscape Supply; and

BE IT FURTHER RESOLVED, that approval is subject to successful completion of the Contract Routing System due to the fact the market is volatile and current suppliers cannot hold their current pricing.

5/8/2023
Consent

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

6. Resolution 2023-418

Award Bid #2023015 Cable Work at Northwest Amherst Community Center - CRS #4024

WHEREAS, the Contract Compliance and Administration Department received bids on April 27, 2023 for Bid #2023015 Cable Work - Northwest Amherst Community Center; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Working Knowledge LLC (CRS #4024) as outlined on the attached bid tabulation form; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Working Knowledge LLC; and

BE IT FURTHER RESOLVED, that approval is subject to successful completion of the Contract Routing System due to the fact that work needs to begin as soon as possible to meet CDBG constraints.

5/8/2023
Consent

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

7. Resolution 2023-419

Piggyback Contract for Town Wide Uniform Rental - CRS #4025

WHEREAS, the Contract Compliance and Administration Department is requesting approval to piggyback on Omnia Partners contract R-BB-19002 Facilities Management Products and Solutions with Cintas Corporation for Uniform Rental;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the piggyback contract with Cintas Corporation; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the current contract expires on May 18, 2023.

5/8/2023
Consent

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

8. Resolution 2023-420

Award Bid #2023011 Town Wide Collision Repair - CRS #4037, 4038 & 4039

WHEREAS, the Contract Compliance and Administration Department opened Bid #2023011 Town Wide Collision on April 20, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Delacy Ford, Joe Basil Chevrolet, and United Auto Group of WNY, Inc., dba Auto Collision & Glass as indicated on the bid tabulation form; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with Delacy Ford, Joe Basil Chevrolet and United Auto Group of WNY dba Auto Collision & Glass; and

BE IT FURTHER RESOLVED, that approval is subject to successful completion of the Contract Routing System due to the fact that the current contract expires on May 14, 2023.

5/8/2023
Consent

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

9. Resolution 2023-421

Approve Piggyback Contract for Ag/Grounds Keeping Type Power Eqpt. - Finch Services - CRS #4011

WHEREAS, the Contract Compliance and Administration Department is requesting approval to piggyback on Pennsylvania State Contract #440020089 with Finch Services, Inc. for the purchase of Ag/Grounds Keeping Type Power Equipment; and

WHEREAS, the contract term will be from date of Town Board approval through December 31, 2023;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the piggyback contract with Finch Services, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that equipment is needed as soon as possible.

5/8/2023
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2023-422

2023 - 2028 Capital Improvement Program Amendment CIP Project No. PO-6: Bailey Ave Police Center Improvements

The Engineering Services Division is recommending amendment of the 2023-2028 CIP project listed above. This project description amendment shown below will expand the scope of the project to include the Emergency Operations Center Communication System Improvements in accordance with a grant that has been obtained through New York State Division of Homeland Security and Emergency Services.

CIP No.	Original Project Description	Amended Project Description
PO-6	Upgrade the bathroom facilities, water service & storage space.	Upgrade the restroom facilities, water service, storage space, kitchen facilities & EOC Communication System.

Please approve this amendment to the 2023-2028 CIP project description identified above. There is no funding amendment required for this project as all required grant and matching funds have been identified in order to successfully complete these improvements.

5/8/2023
Consent

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

2. Resolution 2023-423

Proposal for Design Services for Casey Road Pedestrian and Bicycle Safety Improvements Phase 2 Paradise Park to Transit Road - Mott MacDonald NY, Inc. Town Job # 2014.048A; PIN 5764.66 CRS ID# 4033

The Town of Amherst's application for pedestrian and bicycle improvements on Casey Road was approved for funding through the Transportation Alternatives Program (TAP) in the amount of $1,490,400.00. TAP is a federally funded reimbursement program administered by the New York State Department of Transportation (NYSDOT).

In response, this office solicited fifteen (15) professional engineering firms on the Local Design Services Agreement (LDSA) list. Six (6) firms responded with an expression of interest and supplemental proposal. Qualifications were scored by committee in accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects. Mott MacDonald NY, Inc. was determined as the preferred design consultant after scoring was tallied (scoring summary attached).

We are in receipt of a proposal in the amount of $277,000.00 from Mott MacDonald NY, Inc. to provide engineering design services including study & report, preliminary design, final design, and bidding/negotiation phases. The design fee is 80% reimbursable through the NYS TAP. The remaining 20% local share must be provided by the Town of Amherst in order to participate in this program and as committed by State Local Agreement, Town Board Resolution 2023-105.

At this time, we request the Town Board approve the expenditure of the above described proposal by Mott MacDonald NY, Inc. at a total cost of $277,000.00, with the Town's share being $55,400.00. Funding is available from account KP 2306-4971. This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

5/8/2023
Consent

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

3. Resolution 2023-424

Lou Gehrig Baseball Field Improvements - Change Order #2 Northeast Diversification, Inc. CRS No. 4034

The Engineering Department is requesting Town Board authorization for a no cost time extension change order for the above referenced project. This change order request will extend the above referenced contract through August 31, 2023 and will enable the project contractor to complete additional drainage infrastructure outside of the field of play to be proposed for consideration by the Town Board at the next board meeting.

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

Thank you for your consideration.

5/8/2023
Consent

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

4. Resolution 2023-425

Award of Bid - 2023 Asphalt Milling, Paving & Repair Contract J&D's Seal Tech Corp

On April 27, 2023, four (4) bids were received for the above referenced project. Upon review of the bids and as per the attached bid tabulation and bid evaluation section projected cost estimate, we recommend that J&D's Seal Tech Corp., 138 Chandler St., Buffalo, NY 14207, be awarded all of the attached unit cost bid items; Items 1.1 - 1.7, 2.1 - 2.4A, 3.1 - 3.3. The above contract shall be effective from execution through December 31, 2023.

Funds are available for this contract from various Townwide accounts in an amount to be determined.

Please authorize the Supervisor to sign the above contract with J&D's Seal Tech Corp.

5/8/2023
Consent

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

5. Resolution 2023-426

Award of Bid - Rebid of Mathewson-McCarthy Little League Fieldhouse Improvements MLP Plumbing & Mechanical, Inc. - Plumbing Contract

On April 12, 2023, bids were received for the above referenced project. After review of the four (4) bids received (bid tabulation attached), we recommend award of this contract to MLP Plumbing & Mechanical, Inc., 3198 Union Road, Cheektowaga, NY 14227, in the amount of $85,000.00 to include the Base Bid. Funding for this contract shall be from account KP2207.4972.

Thank you for considering this request.

5/8/2023
Consent

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

6. Resolution 2023-427

Award of Bid - Rebid of Mathewson-McCarthy Little League Fieldhouse Improvements Parise Mechanical, Inc. - Mechanical Contract

On April 12, 2023, bids were received for the above referenced project. After review of this single bid received (bid tabulation attached), we recommend award of this contract

to Parise Mechanical, Inc., 1106 Sheridan Dr., Tonawanda, NY 14150, in the amount of $84,500.00 (a negotiated reduction from $88,000.00) to include the Base Bid. Funding for this contract shall be as per the following:

Account KP2101.4972	$54,500.00
Account KP2207.4972	$30,000.00
Total:	$84,500.00

Thank you for considering this request.

5/8/2023
Consent

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

7. Resolution 2023-428

Award of Bid - Rebid of Mathewson-McCarthy Little League Fieldhouse Improvements Industrial Power & Lighting Corp. - Electric Contract

On April 12, 2023, bids were received for the above referenced project. After review of the four (4) bids received (bid tabulation attached), we recommend award of this contract to Industrial Power and Lighting Corp., 60 Depot St., Buffalo, NY 14206, in the amount of $317,700.00 to include the Base Bid. Funding for this contract shall be as per the following:

Account KP2207.4972	$207,700.00
Account KP2206.4972	$110,000.00
Total:	$317,700.00

Thank you for considering this request.

5/8/2023
Consent

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

8. Resolution 2023-429

Award of Bid - Rebid of Mathewson-McCarthy Little League Fieldhouse Improvements Walter S. Johnson Building Co., Inc. - General Contract

On April 12, 2023, bids were received for the above referenced project. After review of the three (3) bids received (bid tabulation attached), we recommend award of this contract to Walter S. Johnson Bldg. Co., Inc., 6638 Mooradian Dr., Niagara Falls, NY 14304, in the amount of $1,232,000.00 to include the Base Bid. Funding for this contract shall be from account KP2207.4972.

Thank you for considering this request.

5/8/2023
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 2023-430

2023 Highway School

We respectfully request Town Board approval for myself (Patrick Lucey), Paul Anderson, Eric Blocher & Timothy Lucey to attend the Associations of Towns of the State of NY 2023 Highway School. This program runs from June 5-7, 2023 in Ithaca, NY. The total cost is $1754.00 and the use of Town vehicle. The cost of the hotel includes all meals. Thank you for your consideration.

5/8/2023
Consent

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

2. Resolution 2023-431

Auction of Highway Department Surplus Equipment - Spring 2023

In an effort to sell various antiquated Highway and Parks Department equipment, the Highway Department is requesting permission to participate with the Town approved Online Auctioneer Services Company approved per Resolution 2019-1248, CRS# 1706.

The Online Auctions are on-going with the Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052. The Town of Amherst will not be charged for selling or advertising.

May we please have the approval to place the itemized equipment in the auction?

5/8/2023
Consent

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

3. Resolution 2023-432

Authorization to Purchase Three (3) 2023 Ford F250 XL CRS# 4036

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the purchase of three (3) 2023 Ford F-250 XL 4 X 4 with long box for the Highway Department for a cost of $136,799.85 from C. Basil Ford Inc, 1540 Walden Avenue, Cheektowaga, NY 14225.

The pricing is based upon NYS-OGS Mini-Bid, Bid Reference # 13031.

Funding is available to pay for this purchase order under 2022 Equipment Bond KP2223-2250 for $45,599.95 and 2023 CHIPS account D5112-2800 for $91,199.90.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to sign the contract above. This contract has completed the CRS # 4036 Contract Routing System and approval of the Town Attorney.

5/8/2023
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 2023-433

Agreement with Alterity Group, LLC (CRS #3974)

AGENDA ITEM : MAY 8th, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **Agreement With Alterity Group, LLC (CRS #3974)**
Workers Compensation Consulting Services

RESOLVED, the Town Board authorizes the Supervisor to execute the attached agreement with Alterity Group, LLC for Workers Compensation consulting services pending successful review of the Contract Routing System.

Thank you.

RPM
Attachment
c: Timothy Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - May 8, 2023**)

5/8/2023
Consent

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

2. Resolution 2023-434

Public Safety Dispatcher - PT/Police Department

Please appoint a Public Safety Dispatcher - PT to the Police Department, Effective May 9, 2023, Temporary, $21.50 ph, Step 2 for Jason Bialkowski.

5/8/2023
Consent

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

3. Resolution 2023-435

Code Enforcement Officer/Building Department

Please appoint a Code Enforcement Officer to the Building Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective May 9, 2023 at an annual salary of $66,028, Grade 15, Step E for Jennifer Stephens.

This promotion is for an employee currently serving as Assistant Code Enforcement Officer.

5/8/2023
Consent

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

4. Resolution 2023-436

Architect/Engineering Department

Please appoint an Architect to the Engineering Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective May 15, 2023, at an annual

salary of $95,018.13, Grade 1, Step A of the Exempt Non-Department Head Salary Schedule for Michael Hitzel.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

5/8/2023
Consent

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

5. Resolution 2023-437

Planning Draftsworker/Building Maintenance/Facilities Department

Please appoint a Planning Draftsworker to the Building Maintenance/Facilities Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective May 9, 2023, at an annual salary of $68,146, Grade 13, Step J for Michael Bushen.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

5/8/2023
Consent

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

6. Resolution 2023-438

Assistant Planner/Planning Department

Please appoint an Assistant Planner to the Planning Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective May 9, 2023 at an annual salary of $52,850, Grade 12, Step C for Thomas Voigt.

This is a Permanent appointment for an employee currently serving Provisionally.

5/8/2023
Consent

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

7. Resolution 2023-439

Principal Planner/Planning Department

Please appoint a Principal Planner to the Planning Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective May 9, 2023 at an annual salary of $84,575, Grade 21, Step E for Laurie Stillwell.

This is a Permanent appointment for an employee currently serving Provisionally.

5/8/2023
Consent

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

8. Resolution 2023-440

Assistant Planning Director/Planning Department

Please appoint an Assistant Planning Director to the Planning Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective May 9, 2023 at an annual salary of $102,645.66, Grade 5, Step K of the Exempt Department Head Salary Schedule for Daniel Ulatowski.

This is a Permanent appointment for an employee currently serving Provisionally.

5/8/2023
Consent

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

9. Resolution 2023-441

Principal Planner/Planning Department

Please appoint a Principal Planner to the Planning Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective May 9, 2023 at an annual salary of $91,424, Grade 21, Step H for Scott Marshall.

This is a Permanent appointment for an employee currently serving Provisionally.

5/8/2023
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 2023-442

2023-2028 Capital Improvement Program Amendment, CIP Project Number P-1: Comprehensive Planning

Please approve the attached CIP amendment for project number P-1: Comprehensive Planning.

5/8/2023
Consent

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

2. Resolution 2023-443

Request to Schedule a Public Hearing for the Proposed Local Law for the Town of Amherst Local Waterfront Revitalization Program (LWRP)

Kindly, adopt a resolution to set a public hearing on May 22, 2023 for the proposed local law for the Town of Amherst Local Waterfront Revitalization Program (LWRP) Consistency Review Law as per the New York State Department of State.

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

5/8/2023
Consent

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

3. Resolution 2023-444

Request to Travel to Cleveland, OH for Affordable Housing Model Home Tour

Please approve the attendance of Laurie Stillwell to CHN Housing Partner's presentation and tour of scattered-site single-family lease-to-purchase housing projects in Cleveland, OH on May 23, 2023. The cost is $364.50. Attached is the travel request.

5/8/2023
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 2023-445

Amherst Central School District (CRS #3970) Student Resource Officer Program

TOWN BOARD AGENDA ITEM: MAY 8, 2023

TO: **Town Board**

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

RE: **Amherst Central School District (CRS #3970) Student Resource Officer Program**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Amherst Central School District with regard to the above-entitled matter. This agreement will run from July 1, 2023 through June 30, 2024. This agreement has successfully completed the Contract Routing process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 8, 2023)**

5/8/2023
Consent

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

2. Resolution 2023-446

Sweet Home Central School District (CRS #3971) Student Resource Officer Program

TOWN BOARD AGENDA ITEM: MAY 8, 2023

TO: **Town Board**

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

RE: **Sweet Home Central School District (CRS #3971)**
Student Resource Officer Program

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Sweet Home Central School District with regard to the above-entitled matter. This agreement will run from July 1, 2023 through June 30, 2024. This agreement has successfully completed the Contract Routing process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 8, 2023)**

5/8/2023
Consent

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

3. Resolution 2023-447

Memorandum of Understanding Use of Amherst Police Department Community Policing & Training Facility Vista Security Group, Inc. (CRS #4009)

TOWN BOARD AGENDA ITEM: MAY 8, 2023

TO: **Town Board**

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

RE: Memorandum of Understanding
Use of Amherst Police Department Community Policing & Training Facility
Vista Security Group, Inc. (CRS #4009)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and the Vista Security Group, Inc., with regard to the above-entitled matter. This MOU has successfully completion the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 8, 2023)**

5/8/2023
Consent

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

4. Resolution 2023-448

Memorandum of Understanding Use of Amherst Police Department Community Policing & Training Facility United States Naval Sea Cadet Corps. (CRS #4006)

TOWN BOARD AGENDA ITEM: MAY 8, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Memorandum of Understanding
Use of Amherst Police Department Community Policing & Training Facility
United States Naval Sea Cadet Corps. (CRS #4006)

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

Thank you.

SPC: msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 8, 2023)**

5/8/2023
Consent

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

5. Resolution 2023-449

Memorandum of Understanding Use of APD Firearms Range Homeland Security Investigations-Buffalo (CRS #4017)

TOWN BOARD AGENDA ITEM: MAY 8, 2023

TO: **Town Board**

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

RE: **Memorandum of Understanding**
Use of APD Firearms Range
Homeland Security Investigations-Buffalo (CRS #4017)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and Homeland Security Investigations-Buffalo with regard to the above-entitled matter. This MOU has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 8, 2023)**

5/8/2023
Consent

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

6. Resolution 2023-450

Psychological Testing for Police Officers (CRS #4032) University Psychiatric Practice, Inc.

TOWN BOARD AGENDA ITEM: MAY 8, 2023

TO: **Town Board**

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

RE: **Psychological Testing for Police Officers (CRS #4032) University Psychiatric Practice, Inc.**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute a professional services agreement between the Town of Amherst (Police) and University Psychiatric Practice, Inc., 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
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 8, 2023)**

5/8/2023
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 2023-451

Permission to Spend T Account Funds

Authorize the purchase of $500.00 in gift cards by the staff of the Senior Center to provide incentives for University Express instructors. These funds were donated to the Senior Center by the Amherst Generations Foundation for this sole purpose and are being held in account T2100. Instructors would receive no more than one $25.00 card per session (for a total of $50.00 if they teach in both the spring and the fall).

5/8/2023
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 2023-452

Piggyback Erie County Contract - United Survey Cured-In-Place Pipe Lining Services CRS No. 4008

The Engineering Department is requesting that the Town Board authorize an agreement to piggyback the Erie County contract 222253-02 with United Survey, Inc. for Cured-In-Place Pipe Lining services. The services of this contract will be utilized to re-line sections of the Town's sewer system. This contract will be valid through April 12, 2025.

Funding for this contract will be Town-wide and various and inclusive of a bond account KP2304-4972.

This request has successfully completed the contract review process.

Thank you for considering this request.

5/8/2023
Consent

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

2. Resolution 2023-453

Payment Authorization and Budget Transfer Request Monroe Tractor & Implement Co., Inc.

The Engineering Department - Water Pollution Control Facility is requesting that the Town Board authorize payment to Monroe Tractor & Implement Co., Inc. for $7,465.35 as

stated on the attached invoice W08845. On March 16, 2023, the division's Case 721-C front end loader had mechanical issues that wouldn't allow the machine to operate. As this piece of equipment is continuously utilized to move our sludge and grit boxes, and for snow removal, repair of the unit was critical. Monroe Tractor was authorized to complete the repair offsite.

We are also requesting that funds be transferred per the attached budget transfer form, from G9916-2600 to G9916-4910 to cover this repair.

Funds will be available from account G9916-4910.

Thank you for considering this request.

5/8/2023
Consent

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

3. Resolution 2023-454

Payment Authorization - Cambria Asphalt Products

The Engineering Department Sewer Maintenance Division is requesting the Town Board authorize the Comptroller's Office to pay the attached invoice in the amount of $1,604.90 to Cambria Asphalt Products for cold patch that was purchased. The wrong vendor was utilized for this purchase. The Town has a contract for cold patch with a different vendor.

Funding for this purchase is available in account G9000-4330.

Thank you for considering this request.

5/8/2023
Consent

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

4. Resolution 2023-455

JDV Sludge Conveyor Replacement Parts Procurement JDV Equipment Corporation CRS No. 3935

The Engineering Department WPCF is currently in need of additional parts to have in stock for the routine maintenance of our sludge conveyor. Having spare parts available will eliminate the 6-8 week down time when crucial repairs need to be made to our JDV Sludge Conveyor System. The required parts are "Sole Source" and are purchased directly from the Original Equipment Manufacturer JDV Equipment Corporation.

The WPCF is requesting that the Town Board authorize the Supervisor to sign an agreement to procure the required JDV Conveyor replacement parts listed on JDV's proposal quote #2023-8627 at a cost of $121,747.00.

The WPCF would also ask the Town Board for a waiver from insurance requirements, as JDV Equipment would utilize a third party delivery service.

This request has successfully completed the contract review process.

Funds will be available in KP 2136-2150.

Thank you for considering this request.

5/8/2023
Consent

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

5. Resolution 2023-456

Revision to One-Year Maintenance & Support Renewal CRS 3815

We are requesting Town Board approval to revise this support agreement which was previously approved at the February 13, 2023 Town Board meeting; Resolution 2023-204 (attached).

The number of users for this program was reduced per the attached quote, therefore reducing the cost of the maintenance and support renewal. The cost of this renewal has been revised from $3,592.05 to $3,019.47.

Funding for this agreement is available from account G9000-4090.

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

Thank you for considering this request.

5/8/2023
Consent

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

6. Resolution 2023-457

WJFL Facility Construction, TOA Job #2021.035A Northeast Diversification, Inc. Change Order #3, CRS No. 4035

The Engineering Department is requesting Town Board authorization for a no cost time extension change order for the above referenced project. This change order request will extend the above referenced contract through August 31, 2023 and will enable the project contractor to complete the additional drainage infrastructure (Change Order #2) approved by the Town Board last October.

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

Thank you for your consideration.

5/8/2023
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 2023-458

Purchasing Agreement (A Turf) - CRS #4018

Authorize the Supervisor to sign a Purchasing Agreement with A-Turf for installation of new indoor turf at the North Amherst Recreation Center, piggybacking off of the Sourcewell

contract (CRS #3691) approved via RES 2023-266 on 3/6/23, pending successful completion of the contract routing process.

5/8/2023
Consent

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

2. Resolution 2023-459

Bike Path Closure

Authorize the closure of the Amherst Bike Path at St. Rita's Lane and Frontier Road on May 6, 2023 from 7:00am until 5:00pm for UB's annual Oozefest.

5/8/2023
Consent

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

3. Resolution 2023-460

Memory Tree Program

Authorize the adoption of the new Town of Amherst Memory Tree Program and the expenditure of funds from T2998.4002 for 2023.

5/8/2023
Consent

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

4. Resolution 2023-461

Authorization to Pay Vendor

WHEREAS, several trailers owned by the Amherst Youth & Recreation Department were in need of new tires, and

WHEREAS, Exxpress Tire Delivery holds the contract for new tires purchased by the Town, and

WHEREAS, a newer employee was sent to purchase the tires, and

WHEREAS, the employee asked for tires on contract, and

WHEREAS, only after the tires had been mounted on the trailers and the trailers had been driven did the employee realize that the tires were not the ones on contract, and

WHEREAS, proper purchasing procedures were again reviewed with the employee,

NOW THEREFORE, the Town of Amherst authorizes the payment of Purchase Order 2316041 in the amount of $2,291.95 to Exxpress Tire Delivery.

5/8/2023
Consent

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

5. Resolution 2023-462

User Agreement (YMCA) - CRS #4012

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the YMCA Buffalo Niagara for use of Bassett Park for 2023 Fitness in the Park classes.

5/8/2023
Consent

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

6. Resolution 2023-463

Non-Employee Travel Reimbursement

Authorize travel expense reimbursement for Vanita Jamison, a member of the Amherst Youth & Community Coalition, for travel to CADCA Forum 2023 as a requirement of the federal Drug-Free Communities grant managed by the Town of Amherst.

5/8/2023
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 2023-58

Request for Public Hearing - 2350 & 2360-2372 Sweet Home Road

Request from Sean Hopkins, Esq. for a public hearing with respect to the rezoning of 2350 Sweet Home Road from OB to MFR-5 and to amend a declaration of a restrictions.

This hearing has been scheduled for June 20th.

5/8/2023
Consent

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

2. Communication 2023-59

Request for Public Hearing - 3945 Rensch Road

Request from Sean Hopkins, Esq. for a public hearing with respect to the rezoning of 3945 Rensch Road from R-4 to CTR-5.

This hearing has been scheduled for June 20th.

5/8/2023
Consent

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

3. Communication 2023-60

Correspondence from Sean Hopkins

Letter submitted by Sean Hopkins, Esq. regarding a property tax problem relative to the senior housing project at 214 Village Park Lane.

5/8/2023
Referred to Attorney, Assessor & Economic Development

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

4. Communication 2023-61

Correspondence from Western New York Land Conservancy

Letter updating the list and map of the protected properties in Amherst.

5/8/2023
Referred to Planning and Youth & Recreation

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

5. Communication 2023-62

Notice of Claim: Camille Panaro Vs. Town of Amherst

5/8/2023
Referred to Attorney

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

6. Communication 2023-63

Notice of Claim: Danielle M. Hughes A/K/A Danielle Seiler Vs. Town of Amherst Et Al.

5/8/2023
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 2023-64

Notice of Claim: Kenneth & Verlaine Quinniey Vs. Town of Amherst

5/8/2023
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 2023-65

Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti)

5/8/2023
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 2023-66

Amended Complaint: Lydia Diane Jones and as Administrator of the Estate of James Jones Vs Amherst Police Department Et Al.

5/8/2023
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 2023-67

Summons and Complaint: U.S. Bank National Association Vs. Town of Amherst Et Al

5/8/2023
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 2023-68

Order to Show Cause: Bank of America, N.A. Vs. Town of Amherst Et Al.

5/8/2023
Referred to Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 2 unlisted items. The motion was seconded by Councilmember Berger and unanimously approved 5-0. Suspension

of Rules was opened at 8:06 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was closed at 8:09 PM.

1. Resolution 2023-464

Audubon Library Playground

Suspension to Town Board Agenda Item May 8, 2023

TO: Amherst Town Board

FROM: Deborah Bruch Bucki, Deputy Supervisor

DATE: May 8, 2023

RE: Suspension Item for Town Board Meeting, 5/8/23

WHEREAS, the Town of Amherst has received a legislative grant from DASNY in the amount of $400,000.00 for the construction of a playground at the Audubon Library; and

WHEREAS, the initial estimate for the playground is $416,911.20; and

WHEREAS, the Youth & Recreation Department believes this estimate is high and that savings will be realized through bidding out the installation; however, in order to begin the project and order the equipment, funding for the entire projected amount must be in place; and

WHEREAS, due to many communities throughout the United States using their American Rescue Plan funds for playgrounds, the average time from order to manufacture of playground equipment is six months so time is of the essence;

NOW THEREFORE, the Amherst Town Board authorizes the transfer of $16,911.20 from T 2023 (Rec Fees) to be used to cover the difference and allow the order to be placed, with the understanding that the funds will be returned to T 2023 if they are not utilized for this project.

c: Timothy Koller, Deputy Town Clerk
Daryl Bramer, Town Comptroller

5/8/2023
A motion to approve was made by Deputy Supervisor Bucki, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2023-465

Blackbird Asset Services LLC and Town of Amherst (CRS #4041)

SUSPENSION ITEM : TOWN BOARD AGENDA - MAY 8TH, 2023

TO: **Town Board**

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

DATE: **May 5, 2023**

RE: **Lease Agreement Between:**
Blackbird Asset Services LLC and Town of Amherst (CRS #4041)

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

WHEREAS, the Lessor, Town of Amherst, acquired title to the Property formally known as Westwood Country Club ("hereinafter referred to as the "Property") on or about April 12, 2023; and

WHEREAS, the Lessor cannot and did not agree to allow the Lessee, Blackbird Asset Services, LLC, the right to remain on the Property and considers Lessee to be at best - a holdover Tenant under the law; and

WHEREAS, the Lessee has certain personal property located in a building;

THEREFORE BE IT RESOLVED, the parties desire to enter into a short-term Lease Agreement that sets forth all the terms and conditions of their relationship and the Town Board authorizes the Supervisor to execute the attached Agreement pending successful completion of the Contract Routing System (CRS).

MAP:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* **Suspension Item - May 8, 2023**

5/8/2023
A motion to approve was made by Deputy Supervisor Bucki, seconded by Councilmember Berger and unanimously approved 5-0.

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

XVIII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Public Expression was opened at 8:09 PM.

The following speakers addressed the Town Board:
Shelly Schratz, 1952 Kensington Ave. - Eggertsville Community Organization
Chris Drongosky, 1250 Youngs Rd. - Recreation Commission meeting agendas & minutes not posted on website & Boulevard Mall redevelopment

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 8:18 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The Town Board meeting of May 8, 2023 was adjourned at 8:18 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 27383 **RESOLUTION 2023-324** **ROLL CALL VOTE (ADOPTED AS AMENDED)**

Village Pointe Lane Parking Restrictions

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

"Parking is hereby restricted on Village Pointe Lane in its entirety."

~~"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).

5/8/2023
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 7:03 PM.

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 7:03 PM.

A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Bucki. A motion to amend was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and approved 4-1 (nay, Berger). Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and approved via roll call vote 4-1 (nay, Berger).

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 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.

5/8/2023
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was opened at 7:06 PM.

The following speakers spoke in opposition and raised concerns:
Mike, Fruehauf Ave
Jane Cox, 4584 Harlem Rd
Shelly Schratz, 1952 Kensington Ave
Gerry & Pat O'Connor, 27 Chateau Ter S
Judy Colton, 254 Sunshine Dr
Kathy Aquilina, 215 Maple Rd
Eugene Sibick, 34 Wik St
Chris Drongosky, 1250 Youngs Rd
Christina Coyle Lenz - 64 Chateau Ter E
Scott Hohensee, 1080 N French
John, Fruehauf Ave
Judy Ferraro, 213 Donna Lea
Bob, Chateau Ter
David & Joy Testa Cinquino, 74 Fruehauf Ave

There were no further 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: 5/22/2023 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

Attachment: Zoning Ordinance To Exclude Certain Public Uses Local Law (RES-2023-326 : Local Law Amending Chapter 203 - to Exclude

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

Attachment: Zoning Ordinance To Exclude Certain Public Uses Local Law (RES-2023-326 : Local Law Amending Chapter 203 - to Exclude

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27455 **RESOLUTION 2023-387** **ROLL CALL VOTE (ADOPTED)**

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

AGENDA ITEM : MAY 8TH, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **Town Facility Parking Lot Maintenance**
2023-2028 C.I.P. - Project No. F-3
Scheduled Public Hearing - May 8, 2023 - $100,000

The above-referenced matter is scheduled for a Public Hearing on May 8, 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 - May 8, 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*)

5/8/2023
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 7:48 PM.

Jeffrey Burroughs, Town Engineer, presented.

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

Deputy Supervisor Bucki and unanimously approved 5-0.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was closed at 7:50 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 - $100,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

Transmitted electronically

MEMORANDUM March 21, 2023

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

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

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

5583 Main Street • Williamsville • New York • 14221 • (716) 631-7051 • Fax (716) 631-7153

Attachment: SEQRTwnFacPkngLotMtce-04112023112206 (RES-2023-387 : Town Facility Parking Lot Maintenance (WPCF) (Bond Resolution -

EXTRACT OF MINUTES

Meeting of the Town Board of the

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

May 8, 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 May 8, 2023.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board Members:	Jacqualine 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 Consolidated Sanitary Sewer District (the "District"), consisting of Town facility parking lot improvements at the estimated maximum cost of $200,000 (2023-2028 CIP Project No. F-3), as described in the map, plan and report dated April, 2023 prepared by the Town Engineering Department; and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law. The Town Clerk presented affidavits showing that the Notice of said public hearing had been duly published and posted pursuant to the provisions of Article 12 of the Town Law.

Attachment: CertExMins (RES-2023-387 : Town Facility Parking Lot Maintenance (WPCF) (Bond Resolution - $100,000))

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

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

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

Attachment: CertExMins (RES-2023-387 : 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, 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 May 8, 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 8th day of May, 2023.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertExMins (RES-2023-387 : Town Facility Parking Lot Maintenance (WPCF) (Bond Resolution - $100,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 8, 2023, APPROPRIATING $100,000 FOR THE INCREASE AND IMPROVEMENT OF FACILITIES OF THE TOWN'S CONSOLIDATED SANITARY SEWER DISTRICT, AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID TOWN IN THE PRINCIPAL AMOUNT OF $100,000 TO FINANCE SAID APPROPRIATION

Offered by: _____

Seconded By: _____

Recital

WHEREAS, following preparation of a map, plan and report and an estimate of cost for the increase and improvement of facilities of the Consolidated Sanitary Sewer District (herein referred to as the "District"), in the Town of Amherst (herein called the "Town"), in the County of Erie, New York, and after a public hearing duly called and held on May 8, 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 $100,000 for the increase and improvement of facilities of the District, consisting of Town facility parking lot

Attachment: CertBondReso (RES-2023-387 : Town Facility Parking Lot Maintenance (WPCF) (Bond Resolution - $100,000))

improvements, at the estimated maximum cost of $200,000 (2023-2028 CIP Project No. F-3) in connection therewith, as described in the map, plan and report dated April, 2023 prepared by the Town Engineering Department. 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 are hereby authorized to be issued in the principal amount of $100,000 pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

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

(a) The period of probable usefulness of the class of objects or purposes for which said 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. The foregoing statement of intent with respect to

Attachment: CertBondReso (RES-2023-387 : Town Facility Parking Lot Maintenance (WPCF) (Bond Resolution - $100,000))

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.

Attachment: CertBondReso (RES-2023-387 : Town Facility Parking Lot Maintenance (WPCF) (Bond Resolution - $100,000))

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

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

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

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

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

Attachment: CertBondReso (RES-2023-387 : Town Facility Parking Lot Maintenance (WPCF) (Bond Resolution - $100,000))

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

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

The Resolution was declared adopted.

Attachment: CertBondReso (RES-2023-387 : 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, HEREBY CERTIFY that the foregoing annexed resolution of the Town Board of said Town adopted at a meeting duly called and held on May 8, 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 8th day of May, 2023.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertBondReso (RES-2023-387 : Town Facility Parking Lot Maintenance (WPCF) (Bond Resolution - $100,000))

At a meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 8th day of May, 2023.

PRESENT:

Hon. Brian J. Kulpa, Supervisor
Jacqualine 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: _____

RESOLUTION AND
ORDER AFTER PUBLIC
HEARING

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

Attachment: CertResoOrderAfterPH (RES-2023-387 : Town Facility Parking Lot Maintenance (WPCF) (Bond Resolution - $100,000))

2023, for the increase and improvement of facilities of the District, consisting of Town facility parking lot improvements, at the estimated maximum cost of $200,000 (2023-2028 CIP Project No. F-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 $200,000 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 May 8, 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 8th day of May, 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;

Attachment: CertResoOrderAfterPH (RES-2023-387 : Town Facility Parking Lot Maintenance (WPCF) (Bond Resolution - $100,000))

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 $200,000; 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 (i) the issuance of bonds in the amount of $100,000 by the Town and (ii) the issuance of bonds in the amount of $100,000 by the Town on behalf of the District, and such portion of the cost of said increase and improvement of facilities in the amount of $100,000, 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: May 8, 2023

Attachment: CertResoOrderAfterPH (RES-2023-387 : Town Facility Parking Lot Maintenance (WPCF) (Bond Resolution - $100,000))

(SEAL)

TOWN BOARD OF THE TOWN OF AMHERST

Attachment: CertResoOrderAfterPH (RES-2023-387 : Town Facility Parking Lot Maintenance (WPCF) (Bond Resolution - $100,000))

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

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

The Resolution and Order were declared adopted.

Attachment: CertResoOrderAfterPH (RES-2023-387 : 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, 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 May 8, 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 8th day of May, 2023.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertResoOrderAfterPH (RES-2023-387 : Town Facility Parking Lot Maintenance (WPCF) (Bond Resolution - $100,000))

Attachment: MPR F-3 Town Parking Lot Paving (RES-2023-387 : Town Facility Parking Lot Maintenance (WPCF) (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

Town Facility Parking Lot Maintenance

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

Engineering Department (cont'd) *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	Total Cost
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**
E-31	**Klein Road Complete Street Improvements:** Reconstruction of Klein Road between Cottonwood Drive and Transit Road with a Complete Streets treatment including sidewalk, pedestrian beacons, lane configurations, widened shoulders or bike accommodations.			200 LA		500 LA 2,500 F/S		**$3,200,000**
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)*

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

Attachment: MPR F-3 Town Parking Lot Paving (RES-2023-387 : Town Facility Parking Lot Maintenance (WPCF) (Bond Resolution - $100,000))

2016 Improvements

Facility	Improvement
Clearfield Library	Seal / Stripe
Senior Center	Seal / Stripe
WPCF	Seal / Stripe
Paradise Park	Seal / Stripe
Police Dept.	Seal / Stripe
Town Court	Seal / Stripe
North Amherst Rec. Center	Seal / Stripe
Clearfield Rec Center	Seal / Stripe
Northtown Center	Crack Fill / Seal / Stripe
Parks Dept.	Mill / Pave / Stripe
Highway Dept.	Mill / Pave / Stripe
Engineering	Stripe
Audubon Library	Stripe

2017 Improvements

Facility	Improvement
Sweet Home Park	Mill / Pave / Stripe
Eggertsville Youth & Comm. Center	Mill / Pave / Stripe
Audubon Golf Course	Mill / Pave / Stripe
Harlem Rd. Comm. Center	Crack Fill / Seal / Stripe
Engineering Dept.	Crack Fill / Seal / Stripe
Eggertsville Library	Crack Fill / Seal / Stripe
Police Dept. (rear lot)	Crack Fill / Seal / Stripe
SSgt. Billy Wilson Park	Crack Fill / Seal / Stripe
Parks Dept.	Crack Fill / Seal / Stripe
Highway Dept. (portion)	Crack Fill / Seal / Stripe
Audubon Library	Crack Fill / Seal / Stripe
Town Hall	Crack Fill / Seal / Stripe / Conc. Aprons

2018 Improvements

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

2019 Improvements

Facility	Improvement
WPCF	Mill / Pave
Clearfield Recreation Center	Excavation Repair / Mill / Pave
Northtown Center	Mill / Pave

Attachment: MPR F-3 Town Parking Lot Paving (RES-2023-387 : Town Facility Parking Lot Maintenance (WPCF) (Bond Resolution - $100,000))

2020 Improvements

Facility	Improvement
North Forest Park	Excavation Repair / Mill / Pave
Paradise Park	Excavation Repair / Mill / Pave

2021 Improvements

Facility	Improvement
Williamsville Youth and Family Center	Excavation Repair / Mill / Pave

2022 Improvements

Facility	Improvement
Veterans Canal Park	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	

Attachment: MPR F-3 Town Parking Lot Paving (RES-2023-387 : Town Facility Parking Lot Maintenance (WPCF) (Bond Resolution - $100,000))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM 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-2023-387 : Town Facility Parking Lot Maintenance (WPCF) (Bond Resolution - $100,000))

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 27440 **RESOLUTION 2023-388** **ADOPTED**

License Agreement: Village Preservation Foundation (CRS #4023)

Kindly adopt a resolution authorizing the Supervisor to execute the attached License Agreement for the Village Preservation Foundation to use the Town Lot for the Williamsville Farmer's Market for the year 2023 subject to successful completion of the contract routing system. (CRS #4023).

5/8/2023
Consent

FINANCIAL IMPACT:

A1420-02770 ($50.00)

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

LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (this "Agreement") entered into as of the 8th day of May, 2023, by and between the **TOWN OF AMHERST** (hereinafter "Town"), a municipal corporation organized and existing under and by virtue of the laws of the State of New York and with offices and principal place of business at 5583 Main Street, Williamsville, New York 14221, and the **VILLAGE PRESERVATION FOUNDATION** (hereinafter "Foundation"), a not-for-profit corporation organized and existing under and by virtue of the laws of the State of New York and with offices and principal place of business at 130 Milton Street, Williamsville, New York 14221.

WHEREAS, the Town has ownership of certain lands described as the parking lot located between the Williamsville Library and the Amherst Town Hall, the grassy area outside of the Town Hall and the Williamsville Library and the steps of the Town Hall (hereinafter "Licensed Property").

WHEREAS, the Foundation wishes to operate a Farmer's Market every Saturday during the 2023 growing and harvest season (hereinafter "Farmer's Market") utilizing the Licensed Property.

WHEREAS, the Town wishes to accommodate the operation of the Farmer's Market by the Foundation on the Licensed Property upon and subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Town and the Foundation, in consideration of the foregoing and of the mutual agreements contained herein, agree as follows:

1. Grant of License. The Town hereby grants to the Foundation, and the Foundation hereby accepts from the Town, a non-exclusive license to use the Licensed Property for the purpose of operating the Farmer's Market, subject, however, to the terms and conditions of this Agreement.

2. License Fee. The Foundation shall pay the Town a license fee in the amount of Fifty Dollars and Zero Cents ($50.00) to be paid in full by June 9, 2023, for use of the Licensed Property for the Term as defined in this Agreement.

3. Term of License. The term of the license granted by this Agreement shall commence on May 20, 2023 and shall terminate on October 28, 2023 (hereinafter "Term").

4. Hours of Operation and Compliance with Laws. The Foundation's use of the Licensed Property shall be limited to each Saturday, between 6:00 am and 2:00 pm, from May 20, 2023 through October 28, 2023, inclusive. The Foundation shall use the Licensed Property solely for purposes of the Farmer's Market. The Foundation, in exercising its rights hereunder, shall comply with all applicable Federal, New York State, County of Erie and Town of Amherst statutes, ordinances, local laws, codes, rules and regulations.

Attachment: WillFarmersMarket2023 (RES-2023-388 : License Agreement: Village Preservation Foundation (CRS #4023))

5. Permitted Uses. Upon the Licensed Property, the Foundation may allow vendors to operate and, if needed, may place up to four (4) garbage cans, two (2) recycling totes, and two (2) picnic tables. Neither the Foundation nor any of its Farmer's Market vendors shall mark any of the sidewalks or other paved area with any substance other than sidewalk chalk.

6. Indemnification. To the fullest extent permitted by law, the Foundation shall at all times defend, indemnify and hold the Town and their respective members, officers, agents, employees, contractors, visitors and invitees, harmless from and against any and all damages, claims, demands, actions, or causes of action and all related costs and expenses (including reasonable attorneys' fees and expert witness fees), losses, fines, penalties, injury and liabilities of every kind and nature (hereinafter collectively referred to as "Claims"), for personal injuries, death and/or property damage arising from or out of the Foundation's use of the Licensed Property, its exercise of the license rights and privileges granted pursuant to this Agreement, and/or by reason of the Foundation's failure to observe or perform any of the terms, conditions, covenants or agreements to be observed or performed under or pursuant to this Agreement, whether such Claims are asserted by the Town, the Foundation, third parties, or their respective agents, contractors, employees, invitees, or licensees, excepting those Claims which are the result of either (i) the negligence or intentional acts of the Town or their respective agents, employees, invitees or contractors; or (ii) the any failure on the part of the Town to observe or perform any of the terms, conditions, covenants or agreements to be observed or performed under or pursuant to this Agreement. Expiration or termination of the Term of this Agreement shall not affect the continuing obligations of the Foundation as an indemnitor hereunder for any such Claims which accrue or relate to an event which occurred prior to the expiration or termination of this Agreement.

7. Insurance. The Foundation shall, during the Term herein, carry and maintain, at its own cost and expense comprehensive general liability insurance with a combined single limit of at least One Million Dollars and Zero Cents ($1,000,000.00), protecting and indemnifying the Foundation, the Town against any and all claims for injury or damage to persons or property or for loss of life or of property occurring upon, in or about the Licensed Property, excepting such claims which are the result of either (i) the negligence or intentional acts of the Town or their respective agents, employees, invitees or contractors; or (ii) the any failure on the part of the Town to observe or perform any of the terms, conditions, covenants or agreements to be observed or performed by the Town pursuant to this Agreement; such insurance to include, without limitation, contractual liability insurance coverage with respect to the obligations and liabilities of the Foundation under this Agreement to indemnify the Town. In addition, the Foundation shall require each Farmer's Market vendor to procure both general liability and products liability insurance with limits of not less than One Million Dollars and Zero Cents ($1,000,000.00) per occurrence naming the Town as additional insured on a primary basis as certificate holders. Prior to the commencement of the Term of this Agreement, the Foundation shall deliver to the Town a list of vendors all certificates evidencing the insurance required by this section. Neither the Town, nor its agents or employees, makes any representation with respect to the adequacy of the scope or limits of the insurance coverage specified in this Agreement.

Attachment: WillFarmersMarket2023 (RES-2023-388 : License Agreement: Village Preservation Foundation (CRS #4023))

8. Release of Liability. To the fullest extent permitted by law, the Foundation, for itself and its Farmer's Market vendors, and their respective employees, agents, contractors, and invitees, hereby releases the Town and its respective officers, employees, contractors, agents, successors and assigns (hereinafter collectively referred to as "Related Parties") of and from any and all damages, claims, demands, actions, or causes of action, losses, fines, injury, and liabilities of every kind and nature for personal injuries, death and/or property damage arising out of the Foundation's exercise of the license rights granted pursuant to this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Town.

9. No Waiver. The failure of the Town to insist, in any one or more instances, upon the performance by the Foundation of any of the covenants of this Agreement, or to exercise any right hereunder, shall not be construed as a waiver or a relinquishment for the future of any such covenant or right, but the same shall continue and remain in full force and effect.

10. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and not later than three (3) days after the date of such accident.

11. Nature of License Agreement. The revocable license granted herein:

(a) Is not a conveyance or lease of real property;

(b) Is not intended to grant or convey to the Foundation the exclusive use of the land on which the Farmer's Market is operated;

(c) Is granted subject to grants, conveyances, easements, and rights-of-way heretofore made to others; and

(d) Is granted subject to the right (which the Town hereby reserves) of the Town to:

(i) Use and enjoy the lands within the boundaries of the Licensed Area in any manner that does not unreasonably interfere with the rights herein granted to the Foundation, and

(ii) Grant and convey easements and rights-of-way to others over, across, under, and through the Licensed Area, provided such easements and rights-of-way do not unreasonably interfere with the rights herein granted to the Foundation.

12. Maintenance and Repairs. The Foundation agrees to take good care of the Licensed Property and to perform, at its sole cost and expense, all maintenance and make all repairs (except any repairs and maintenance required by latent defects in the Licensed Property) during the Term of this Agreement made necessary by the Foundation's use of said

Attachment: WillFarmersMarket2023 (RES-2023-388 : License Agreement: Village Preservation Foundation (CRS #4023))

property. Upon the expiration or earlier termination of this Agreement, the Foundation shall deliver up the Licensed Property to the Town in good order and the condition is what it existed prior to the Foundation's use of the property. The Foundation's obligations under this section shall survive the expiration or earlier termination of this Agreement.

13. Restriction against Assignment. The Foundation shall not assign this Agreement or its rights or interest herein, without the express, prior written consent of the Town, which the Town may deny in its sole discretion.

14. Miscellaneous. This Agreement shall be construed in accordance with the laws of the State of New York, and constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof. No modification or amendment of any of the provisions hereof shall be valid unless in writing and signed by both parties hereto. This Agreement is not intended to benefit or be enforceable by anyone other than the Town and the Foundation.

15. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, and may be executed and delivered by facsimile or e-mail transmission. Facsimile or e-mail copies of the fully executed Agreement shall have the same force and effect as originals and the same admissibility in evidence as an Agreement containing an original signature. The parties hereby waive any objection to the contrary.

IN WITNESS WHEREOF, the Town and the Foundation have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

TOWN OF AMHERST	**WILLIAMSVILLE FARMERS MARKET**
By: _____	By: _____
Name: Brian J. Kulpa	Name: _____
Title: Supervisor	Title: _____

Attachment: WillFarmersMarket2023 (RES-2023-388 : License Agreement: Village Preservation Foundation (CRS #4023))

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 27465 A **RESOLUTION 2023-389** **ADOPTED**

Amendments to 2023-2028 Capital Improvement Plan

Please adopt the following amendments to the 2023-2028 Capital Improvement Plan:

Project	Description	Current 2023 CIP	Amended 2023 CIP
YR-3A	Northtown Center Ice Plant Improvements (Move from 2024 to 2023)	0	3,200 LA 2,000 X
F-13	Harlem Road CC HVAC Controls Replacement (Move to 2024)	320 LA	0
H-11	Reconstruction of Burroughs Drive (Move to 2024)	637 LA	0
P-2	Youngs Road Extension - Casey to North French Road (Move from 2023 to 2024)	300 LD	0
YR-1A	ECC North Ball Fields	2,000 LA 2,500 X 500 x	0
YR-9A	Youth & Recreation Facilities Building Control System (Move to 2024)	250 LA	0
YR-10A	Ice Resurfacer Replacement (Move to 2024)	320 LA	0
	Total Changes to Bonding (Reduction of 627)	**3,827**	**3,200**

5/8/2023
Consent

FINANCIAL IMPACT:

See table.

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 27515 A **RESOLUTION 2023-390** **ADOPTED**

Meetings with Developers, City of Sarasota, Amherst IDA and Town of Amherst

Please authorize expense reimbursement for travel on April 25, 2023 - April 27, 2023 for Supervisor Kulpa; Laurie Stillwell, Community Development Director; Jessica O'Neil, Communications Coordinator; and Elizabeth Burakowski, Director of Special Projects, to attend meetings with developers, Amherst IDA and City of Sarasota regarding the Boulevard Mall at a total estimated cost not to exceed $6,000. Funds are available in the Supervisor's Department 2023 budget A 1220 4040.

5/8/2023
Consent

FINANCIAL IMPACT:

See below

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

Expenses	Elizabeth	Laurie	Brian	Jessica	
Parking	$50	0	9.25	0	
Flight	703	520	588	520	
Car Rental	0	0	714	0	
Hotel - 55/night	110	110	165	110	
Hotel - Additional night	0	0	$327.00	0	
Per Diem (51.75/first & last day. $	172.5	172.5	241.5	172.5	
Mileage	0	0	49	0	
Total	$1,036	802.5	2093.75	802.5	$4,734
10% Contingency					$5,207.68

Attachment: Travel Expenses April 2023 (RES-2023-390 : Meetings with Developers, City of Sarasota, Amherst IDA and Town)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 27500 **RESOLUTION 2023-391** **ADOPTED**

Traffic Safety Board Appointment

WHEREAS, the Amherst Traffic Safety Board, also known as ATSB or Traffic Safety Board, advises the Town Board on matters affecting traffic safety on all existing and proposed roadways, subdivisions, commercial areas, and wherever cars, bicycles, recreational vehicles and pedestrians are involved; and

WHEREAS, the ATSB has a maximum roster of 10 members, with the Amherst Town Board majority appointing members, who shall serve a three (3) year term; and

WHEREAS, the ATSB currently has a Board of 9 members, who shall continue to serve until their term of appointment expires, as follows:

Eric Fraas, Chairperson, term expires 12/31/2025
Gregory Dionne, Vice Chairperson, term expires 12/31/2025
Kevin Cantwell, Member, term expires 12/31/2023
Kristin Goss, Member, term expires 12/31/2023
Maxwell Kahn, Member, term expires 12/31/2025
Jennifer L. Minchniewicz, Member, term expires 12/31/2024
Michelle Nagel, Member, term expires 12/31/2024
Daniel J. Rider, Member, term expires 12/31/2023
Kenneth A. Smith, Member, term expires 12/31/2024
Mark Storch, Member, term expires 12/31/2023; and

WHEREAS, the members of the Amherst Traffic Safety 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, Patrick Wanamaker has expressed interest in serving on the ATSB.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves appointment of Patrick Wanamaker to the Amherst Traffic Safety Board to fill the vacancy of a term to end 12/31/2024.

5/8/2023
Consent

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27456 **RESOLUTION 2023-392** **ROLL CALL VOTE (ADOPTED)**

Northtown Center Ice Plant Renovations (Bond Resolution - $3.2M)

AGENDA ITEM : MAY 8TH, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **Northtown Center - Ice Plant Renovation Project**
2023-2028 C.I.P. - Project No. YR-3A
Bond Resolution - $3.2M

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $3,200,000.00 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.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item - May 8, 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*)
Eric W. Guzdek, Recreation Specialist (*w/attachments*)

5/8/2023
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 Lavin and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $3.2M

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM April 27, 2023

TO: Eric W. Gudzek, CIRM, Recreation Specialist
Youth and Recreation Department

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

RE: SEQR Determination
Northtown Center – Ice Plant Renovation Project
2023-2028 C.I.P. Project YR-3A

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.

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

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\April 2023_YR-3A_Northtown Center Ice Plant Renovation Project.docx

Attachment: SEQR YR-3A (RES-2023-392 : Northtown Center Ice Plant Renovations (Bond Resolution - $3.2M))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

May 8, 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 May 8, 2023.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine 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-2023-392 : Northtown Center Ice Plant Renovations (Bond Resolution - $3.2M))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 8, 2023, AUTHORIZING IMPROVEMENTS TO THE NORTHTOWN CENTER ICE PLANT, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $5,200,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $3,200,000 TO FINANCE A PORTION OF SAID APPROPRIATION AND THE APPLICATION OF $2,000,000 IN STATE AND LOCAL GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED AND TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE

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 the Northtown Center Ice Plant, as described in the map, plan and report dated May 2023, prepared by the Town Youth and Recreation Department (2023-2028 Capital Improvement Program Project YR-3A). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $5,200,000 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 $3,200,000 to finance said appropriation, (ii) $2,000,000 in NYS DEC Climate Smart Communities grant, and (iii) the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $3,200,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter

Attachment: CertBondReso (RES-2023-392 : Northtown Center Ice Plant Renovations (Bond Resolution - $3.2M))

33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

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

(a) The period of probable usefulness applicable to the specific object or purpose for which said $3,200,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 5 of the Law, is thirty (30) years.

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

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

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

Attachment: CertBondReso (RES-2023-392 : Northtown Center Ice Plant Renovations (Bond Resolution - $3.2M))

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.

Attachment: CertBondReso (RES-2023-392 : Northtown Center Ice Plant Renovations (Bond Resolution - $3.2M))

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

Attachment: CertBondReso (RES-2023-392 : Northtown Center Ice Plant Renovations (Bond Resolution - $3.2M))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on May 8, 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 MAY 8, 2023, AUTHORIZING IMPROVEMENTS TO THE NORTHTOWN CENTER ICE PLANT, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $5,200,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $3,200,000 TO FINANCE A PORTION OF SAID APPROPRIATION AND THE APPLICATION OF $2,000,000 IN STATE AND LOCAL GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED AND TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE,"

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

FIRST: AUTHORIZING said Town is authorized to undertake improvements to the Northtown Center Ice Plant, as described in the map, plan and report dated May 2023, prepared by the Town Youth and Recreation Department (2023-2028 Capital Improvement Program Project YR-3A); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $5,200,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes (i) the issuance of bonds in the principal amount of $3,200,000 to finance said appropriation, (ii) $2,000,000 in NYS DEC Climate Smart Communities grant, and (iii) the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $3,200,000 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 thirty (30) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

Attachment: CertBondReso (RES-2023-392 : Northtown Center Ice Plant Renovations (Bond Resolution - $3.2M))

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: May 8, 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-2023-392 : Northtown Center Ice Plant Renovations (Bond Resolution - $3.2M))

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2023-392 : Northtown Center Ice Plant Renovations (Bond Resolution - $3.2M))

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 May 8, 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 May, 2023.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2023-392 : Northtown Center Ice Plant Renovations (Bond Resolution - $3.2M))

AFFIDAVIT OF POSTING

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

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

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

That on _____, 2023, she has caused to be conspicuously posted and fastened up a Notice setting forth an abstract of the bond resolution duly adopted by the Town Board on May 8, 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 May, 2023.

_____
Notary Public, State of New York

Attachment: CertBondReso (RES-2023-392 : Northtown Center Ice Plant Renovations (Bond Resolution - $3.2M))

Attachment: MPR YR-3A Northtown Center Ice Plant Renovations (RES-2023-392 : Northtown Center Ice Plant Renovations (Bond Resolution -

Town of Amherst
Youth & Recreation Department

Northtown Center at Amherst
Ice Plant Renovation Project
2023 - 2028 C.I.P. Project YR-3A

Map, Plan & Report
May 2023

CONTENTS:

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

Prepared by
Town of Amherst Youth & Recreation Department
1615 Amherst Manor Drive
Williamsville, New York 14221
(716) 631-7132

Northtown Center at Amherst
Ice Plant Renovation Project

APPROVED PROJECT

2023-2028 CIP Project YR-3A was originally budgeted for the 2024 fiscal year, but is being amended to move funding from 2024 to 2023 due to deteriorating conditions. The 2023 CIP allocation increased to $3,200,000 and the 2024 CIP allocation decreased to $0. The CIP amendment will be on the Town Board agenda on May 8, 2023.

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

Youth & Recreation Department (cont'd) *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	Total Cost
	ATHLETIC & RECREATION FACILITIES / COMMUNITY CENTERS							
YR-1A	**ECC North Ball Fields:** Construction of ball fields at the ECC North Campus.	2,000 LA 2,500 X 500 X	2,000 LA 2,500 X 500 X					**$10,000,000**
YR-2A	**Royal Park Improvements:** Improvements at Royal Park including a new synthetic multi-use field for various sports and associated parking, bleachers, locker rooms, concessions, a new recreation path, tennis courts, a basketball court, a splash pad and a picnic pavilion.	400 X	6,722 LA					**$7,122,000**
YR-3A	**Northtown Center Ice Plant Renovations:** Change out of the ice plants to include floor renovations and phase out the R-22 gas, introducing an environmentally friendly CO2 gas.		4,400 LA 2,000 X					**$6,600,000**

INTRODUCTION / EXISTING CONDITIONS:

Presently, the underfloor heating system has failed on the Feature Rink and through investigative work in 2021, the system was found to have a leak and be beyond repair. Consequently, the system is running at risk, meaning permafrost can build up and cause heaving on the floor resulting in critical failure. If a critical failure occurred, the system would have to shut down, and the ice would have to be removed because it would be unusable. The underfloor heating system is underneath approximately 5" of concrete, 3" of insulation and 6" of sand, making it extremely difficult to not only get to the system of piping, but also to locate where the leak may be. Further, the system is just over 25 years old.

The current system utilizes R-22 gas and contains roughly 12,000 lbs. R-22 is an ozone depleting gas and EPA regulations have required a ban on the production and import of R-22 refrigerant as of January 1, 2020.

In 2022, the Town applied for a grant through the NYS DEC Climate Smart Communities Program, and was awarded $2 million toward this project.

Attachment: MPR YR-3A Northtown Center Ice Plant Renovations (RES-2023-392 : Northtown Center Ice Plant Renovations (Bond Resolution -

PROPOSED SCOPE OF IMPROVEMENTS:

In order to address the existing conditions, the scope of improvements would include construction of a new ice plant that will be able to service two (2) rinks – the Feature Rink and Rink 1, both on the north end of the building. This funding will address Phase 1 of the project, which replaces the R-22 ice plant with a new CO2 ice plant, rebuilds the Feature Rink, and brings the Feature Rink on-line with the new ice plant. Work will begin in 2023 and continue through the fall of 2024.

Electrical improvements may also be required to support the new CO2 plan.

Phase 2 of the project would rebuild Rink 1, bring Rink 1 on-line with the new ice plant, and demolish the old R-22 ice plant. Phases 3 and 4 would repeat this process for Rink 2 and the Olympic Rink on the south end of the building. Additional grant funding will be sought before moving on to Phases 2 through 4.

FINANCIAL SUMMARY:

Design/Construction	$4,191,811.00
NYPA Administration Fee	$503,018.00
Contingency	$489,171.00
Legal/Administrative	$16,000.00
Project Total	$5,200,000.00
Less: NYS DEC Climate Smart Communities Grant	($2,000,000.00)
Amount to Bond	**$3,200,000.00**

TAXATION SUMMARY:

Total Bond Amount:	$3,200,000 (General Fund)
Bond Term:	30 Years
Annual Tax Impacts:	$0.0173 per $1,000 AV
Typical Property Taxation Impact:	$3.4543 per $250,000 AV

Attachment: MPR YR-3A Northtown Center Ice Plant Renovations (RES-2023-392 : Northtown Center Ice Plant Renovations (Bond Resolution -

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM April 27, 2023

TO: Eric W. Gudzek, CIRM, Recreation Specialist
Youth and Recreation Department

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

RE: SEQR Determination
Northtown Center – Ice Plant Renovation Project
2023-2028 C.I.P. Project YR-3A

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.

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

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\April 2023_YR-3A_Northtown Center Ice Plant Renovation Project.docx

Attachment: MPR YR-3A Northtown Center Ice Plant Renovations (RES-2023-392 : Northtown Center Ice Plant Renovations (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27449 **RESOLUTION 2023-393** **ROLL CALL VOTE (ADOPTED)**

Transportation Safety and Mobility Projects (Bond Resolution - $825,000)

AGENDA ITEM : MAY 8th, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **Transportation Safety and Mobility Projects**
2023-2028 C.I.P. - Project Nos. E-26, E-27, E-28, E-30, H-8
Bond Resolution - $825,000

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 $825,000.00 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 - May 8, 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*)
Christopher Schregel, Project Manager (*w/attachments*)

5/8/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. A motion to approve the Bond

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

FINANCIAL IMPACT:

Bond Resolution - $825,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM April 11, 2023

TO: Christopher Schregel, Project Manager
Engineering Department

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

RE: SEQR Determination
Transportation Safety and Mobility Projects
2023-2028 C.I.P. Project E-26, E-27, E-28, E-30 and H-8

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)\Transportation Safety and Mobility Projects 04_11_2023.docx

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

Attachment: SEQR (RES-2023-393 : Transportation Safety and Mobility Projects (Bond Resolution - $825,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

May 8, 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 May 8, 2023.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine 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-2023-393 : Transportation Safety and Mobility Projects (Bond Resolution - $825,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 8, 2023, AUTHORIZING TOWN-WIDE TRANSPORTATION AND MOBILITY PROJECTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $864,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $825,000 TO FINANCE A PORTION OF SAID APPROPRIATION AND THE APPLICATION OF $39,000 IN STATE AND LOCAL GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED AND TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake Town-wide Transportation and Mobility Projects, consisting of (a) traffic calming installations, at the estimated maximum cost of $150,000 (C.I.P. Project No. E-26), (b) pedestrian safety improvements at crossings, at the estimated maximum cost of $175,000 (C.I.P. Project No. E-27), (c) ADA transition plan implementation, at the estimated maximum cost of $239,000 (C.I.P. Project No. E-28), (d) pedestrian beacon installations, at the estimated maximum cost of $200,000 (C.I.P. Project No. E-30), and (e) various signal upgrades, at the estimated maximum cost of $100,000 (C.I.P. Project No. H-8), all as described in the map, plan and report dated April 2023, prepared by the Town Engineering Department (2023-2028 Capital Improvement Program Project E-26, E-27, E-28, E-30 and H-8). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $864,000 and said amount is hereby appropriated for such purpose. The plan of financing includes (i) the issuance of bonds in the principal amount of $825,000 and

Attachment: CertBondReso (RES-2023-393 : Transportation Safety and Mobility Projects (Bond Resolution - $825,000))

any bond anticipation notes issued in anticipation of the sale of said bonds to finance a portion of said appropriation, (ii) the levy and collection of taxes on all the taxable real property in the Town to pay the principal of and interest on said bonds and notes, and (iii) the application of $39,000 in New York State and local grant funds received or expected to be received and to be expended towards the cost of said object or purpose.

Section 2. Bonds of the Town in the principal amount of $825,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

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

(a) The period of probable usefulness applicable to the objects or purposes in Section 1 (a) through (e) for which said $825,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 20(c) of the Law, is fifteen (15) years.

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

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

Attachment: CertBondReso (RES-2023-393 : Transportation Safety and Mobility Projects (Bond Resolution - $825,000))

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

Attachment: CertBondReso (RES-2023-393 : Transportation Safety and Mobility Projects (Bond Resolution - $825,000))

(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:

Attachment: CertBondReso (RES-2023-393 : Transportation Safety and Mobility Projects (Bond Resolution - $825,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on May 8, 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 MAY 8, 2023, AUTHORIZING TOWN-WIDE TRANSPORTATION AND MOBILITY PROJECTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $864,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $825,000 TO FINANCE A PORTION OF SAID APPROPRIATION AND THE APPLICATION OF $39,000 IN STATE AND LOCAL GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED AND TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE,"

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

FIRST: AUTHORIZING said Town is authorized to undertake Town-wide Transportation and Mobility Projects consisting of (a) traffic calming installations, at the estimated maximum cost of $150,000 (C.I.P. Project No. E-26), (b) pedestrian safety improvements at crossings, at the estimated maximum cost of $175,000 (C.I.P. Project No. E-27), (c) ADA transition plan implementation, at the estimated maximum cost of $239,000 (C.I.P. Project No. E-28), (d) pedestrian beacon installations, at the estimated maximum cost of $200,000 (C.I.P. Project No. E-30), and (e) various signal upgrades, at the estimated maximum cost of $100,000 (C.I.P. Project No. H-8), all as described in the map, plan and report dated April 2023, prepared by the Town Engineering Department (2023-2028 Capital Improvement Program Project E-26, E-27, E-28, E-30 AND H-8); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $864,000; APPROPRIATING said amount for such purpose; STATING the plan of financing includes (i) the issuance of $825,000 bonds of the Town to finance a portion of said appropriation, (ii) the levy of a tax upon all the taxable real property within the Town to pay the principal of and interest on said bonds and notes, and (iii) the application of $39,000 in State of New York and local grant funds received or expected to be received and to be expended towards the cost of said objects or purposes;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $825,000 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

Attachment: CertBondReso (RES-2023-393 : Transportation Safety and Mobility Projects (Bond Resolution - $825,000))

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: May 8, 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:

Attachment: CertBondReso (RES-2023-393 : Transportation Safety and Mobility Projects (Bond Resolution - $825,000))

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2023-393 : Transportation Safety and Mobility Projects (Bond Resolution - $825,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on May 8, 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 May, 2023.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2023-393 : Transportation Safety and Mobility Projects (Bond Resolution - $825,000))

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 May 8, 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 May, 2023.

_____
Notary Public, State of New York

Attachment: CertBondReso (RES-2023-393 : Transportation Safety and Mobility Projects (Bond Resolution - $825,000))

CERTIFICATE OF NO REFERENDUM

I, FRANCINA J. SPOTH,, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY as follows:

That a resolution of the Town Board of the Town of Amherst, in the County of Erie, State of New York, entitled:

> "BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 8, 2023, AUTHORIZING TOWN-WIDE TRANSPORTATION AND MOBILITY PROJECTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $864,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $825,000 TO FINANCE A PORTION OF SAID APPROPRIATION AND THE APPLICATION OF $39,000 IN STATE AND LOCAL GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED AND TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE"

was adopted on May 8, 2023, and that the notice setting forth the date of adoption of the resolution and containing an abstract of said resolution which concisely stated the purpose and effect thereof, was duly posted and published as required by law.

That no petition signed and acknowledged by the electors of the Town protesting against said resolution and requesting that said resolution be submitted to the electors of the Town for their approval or disapproval has been filed with the Town Clerk within thirty days after the date of the adoption thereof, or at any other time since said adoption.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town this ____ day of _____, 2023.

_____

(SEAL) Town Clerk

Attachment: CertBondReso (RES-2023-393 : Transportation Safety and Mobility Projects (Bond Resolution - $825,000))

NOTICE

The resolution, a summary of which is published herewith, has been adopted on the 8th day of May, 2023, and an abstract thereof has been published and posted as required by law and the period of time has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed. The validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Amherst, in the County of Erie, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of the notice, or such obligations were authorized in violation of the provisions of the constitution.

FRANCINA J. SPOTH,
Town Clerk

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 8, 2023, AUTHORIZING TOWN-WIDE TRANSPORTATION AND MOBILITY PROJECTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $864,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $825,000 TO FINANCE A PORTION OF SAID APPROPRIATION AND THE APPLICATION OF $39,000 IN STATE AND LOCAL GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED AND TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE

The objects or purposes for which the bonds are authorized is Town-wide Transportation and Mobility Projects consisting of (a) traffic calming installations, at the estimated maximum cost of $150,000 (C.I.P. Project No. E-26), (b) pedestrian safety improvements at crossings, at the estimated maximum cost of $175,000 (C.I.P. Project No. E-27), (c) ADA transition plan implementation, at the estimated maximum cost of $239,000 (C.I.P. Project No. E-28), (d) pedestrian beacon installations, at the estimated maximum cost of $200,000 (C.I.P. Project No. E-30), and (e) various signal upgrades, at the estimated maximum cost of $100,000 (C.I.P. Project No. H-8), all as described in the map, plan and report dated April 2023, prepared by the Town Engineering Department (2023-2028 Capital Improvement Program Project E-26, E-27, E-28, E-30 AND H-8) at the total maximum cost of $864,000.

The maximum amount of obligations authorized to be issued is $825,000.

The period of probable usefulness is fifteen (15) years.

A complete copy of the bond resolution summarized above and the above-referenced map, plan and report shall be available for public inspection during normal business hours at the office of the Town Clerk, Town of Amherst, 5583 Main Street, Williamsville, New York

Attachment: CertBondReso (RES-2023-393 : Transportation Safety and Mobility Projects (Bond Resolution - $825,000))

Attachment: MPR E-26 E-27 E-28 E-30 H-8 Transportation Safety & Mobility Projects (RES-2023-393 : Transportation Safety and Mobility

Town of Amherst
Engineering Department

Transportation Safety and Mobility Projects

2023 MULTIPLE PROJECT BOND
2023 – 2028 Capital Improvement Program

APRIL 2023

Contents:

- **EXECUTIVE / FINANCIAL SUMMARY**
- **PROJECT DESCRIPTIONS**
  - **1.0 Traffic Calming Installations — C.I.P. Project E-26**
  - **2.0 Pedestrian Safety Improvements at Crossings — C.I.P. Project E-27**
  - **3.0 ADA Transition Plan Implementation — C.I.P. Project E-28**
  - **4.0 Pedestrian Beacon Installations — C.I.P. Project E-30**
  - **5.0 Various Signal Upgrades — C.I.P. Project H-8**
- **SEQR DETERMINATION**

Town of Amherst Engineering Department
Engineering Support Division
1100 North Forest Road
Williamsville, NY 14221
(716) 631 - 7154 / Fax: (716) 631 - 7222

EXECUTIVE/FINANCIAL SUMMARY

This Map, Plan and Report includes five (5) separate transportation safety and mobility projects in the Town of Amherst. Please note that funding may be moved between projects as needed. The estimated project costs and Taxation Summary are shown below.

FINANCIAL SUMMARY

Estimated Project Costs:

Project	CIP No.	Design	Construction	Legal/Admin	Project Totals
Traffic Calming Installations	E-26	$ 31,250	$ 118,000	$ 750	$ 150,000
Pedestrian Safety Improvements at Crossings	E-27	$ 34,125	$ 140,000	$ 875	$ 175,000
ADA Transition Plan Implementation	E-28	$ 30,000	$ 208,000	$ 1,000	$ 239,000
Pedestrian Beacon Installations	E-30	$ 35,000	$ 164,000	$ 1,000	$ 200,000
Various Signal Upgrades	H-8	-	$ 99,500	$ 500	$ 100,000
				Subtotal	$ 864,000
				E-28 CDBG Funds	($39,000)
			Total Bond Amount		**$825,000**

TAXATION SUMMARY

Total Bond:	$825,000 General Fund
Bond Term:	20 Years
Annual Tax Impact:	$0.0057 per $1,0000
Typical Property Taxation:	$1.4164 per $250,000 AV

Attachment: MPR E-26 E-27 E-28 E-30 H-8 Transportation Safety & Mobility Projects (RES-2023-393 : Transportation Safety and Mobility

1.0 TRAFFIC CALMING INSTALLATIONS E-26 $150,000

The Town of Amherst is often requested by its residents to slow speeds within residential neighborhoods. Many agencies have begun deploying traffic calming to influence motorist behavior and prevent undesirable driving practices. The Institute of Transportation Engineers (ITE) and the Federal Highway Administration (FHWA) provide the following definition of Traffic Calming:

> *"The primary purpose of traffic calming is to support the livability and vitality of residential and commercial areas through improvements in non-motorist safety, mobility, and comfort. These objectives are typically achieved by reducing vehicle speeds or volumes on a single street or street network. Traffic calming measures consist of horizontal, vertical, lane narrowing, roadside, and other features that use self-enforcing physical or psycho-perception means to produce a desired effects."*

In other words, implementation of traffic calming measures will help improve the quality of life in urban, suburban, and rural areas by reducing automobile speeds and traffic volumes on neighborhood streets. Traffic calming measures also help transform streets and aid in creating a sense of place for communities.

1.1 BACKGROUND

In 2020, the Town of Amherst hired the consulting firm of DiDonato Associates to provide a traffic study report which evaluated the potential traffic calming measures that could be implemented along the following residential streets:

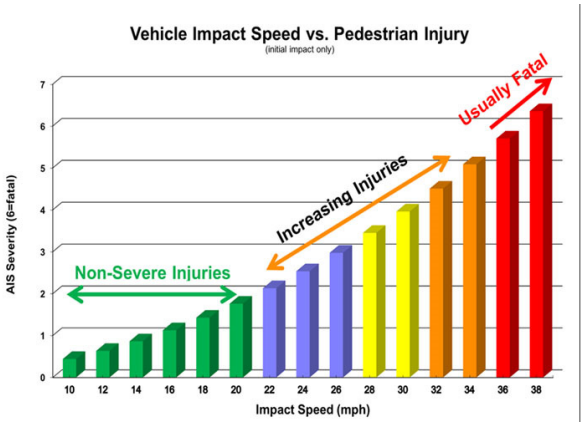
a. Park Club Lane corridor between Main Street and North Forest Road

b. Brompton Road corridor between Main Street in Sheridan Drive

These above locations were studied at the request of the Town of Amherst after receiving complaints from residents related to high vehicular speeds and pedestrian safety concerns within these corridors. The result of the traffic study indicated that Traffic Calming, along with other "complete street" improvements, is a viable way to reduce vehicle speeds, reduce traffic volumes, discourage cuts or traffic on local streets, minimize conflicts between street users, and enhance a neighborhood environment to adequately accommodate all modes of transportation.

1.2 IMPORTANCE OF TRAFFIC CALMING

The importance of reducing vehicle speeds cannot be overstated in an area where there is potential for conflict between a pedestrian and a motor vehicle. The slower the speed of the motor vehicle, the greater the chances are for survival for the pedestrian. If struck by a motor vehicle travelling at a speed of 20 miles per hour or less, a pedestrian is typically not permanently injured. If struck by a motor vehicle travelling at a speed of 36 miles per hour or more, a pedestrian is usually fatally injured.



Attachment: MPR E-26 E-27 E-28 E-30 H-8 Transportation Safety & Mobility Projects (RES-2023-393 : Transportation Safety and Mobility

1.3 TRAFFIC CALMING MEASURES

ITE specifies a variety of traffic calming measures that can be adapted to a specific need for specific roadway. Traffic calming measures are grouped into four categories: horizontal deflection, vertical deflection, street width reduction, and routing restriction. ITE ePrimer category descriptions and the measures they include are presented below:

A **horizontal deflection** hinders the ability of a motorist to drive in a straight line by creating a horizontal shift in the roadway. This shift forces a motorist to slow the vehicle in order to comfortably navigate the measure. The types of horizontal deflections are:

- Lateral shift
- Chicane
- Realigned intersection
- Traffic circle/ Roundabouts

A **vertical deflection** creates a change in the height of the roadway that forces a motorist to slow down in order to maintain an acceptable level of comfort. The types of vertical deflections are:

- Speed hump
- Speed cushion
- Speed Table
- Offset speed table
- Raised crosswalk / intersection

A **street width reduction** narrows the width of a vehicle travel lane. As a result, a motorist slows the vehicle in order to maintain an acceptable level of comfort and safety. The measure can also reduce the distance a pedestrian walks to cross a street, reducing exposure to pedestrian/vehicle conflicts. The types of street width reductions are:

- Corner extension (i.e. a curb extension at an intersection)
- Choker (i.e., a midblock curb extension)
- Median island
- On-street parking
- Road diet

A **routing restriction** prevents particular vehicle movements at an intersection and is intended to eliminate some portions of cut-through traffic. The types of routing restrictions are:

- Diagonal diverter
- Full closure / Half closure
- Median barrier
- Forced turn island

Attachment: MPR E-26 E-27 E-28 E-30 H-8 Transportation Safety & Mobility Projects (RES-2023-393 : Transportation Safety and Mobility

1.4 SCOPE OF IMPROVEMENTS

This project will fund any of the above traffic calming measures on Town of Amherst Streets. Local streets identified for a potential traffic calming deployment include, but are not limited to, the before-mentioned Park Club Lane and Brompton Road, as well as Westfield Road, Shoreline Parkway, Oakwood Drive, Robin Road, Augusta Avenue, and Burroughs Drive. Other locations may be determined by the Amherst Town Board, Town Engineer, and/or Town Highway Superintendent.

When deploying traffic calming, streets may be subject to other changes to support project needs. These may include: sidewalk changes, ADA curb ramp upgrades, drainage or other utility modifications, sign and striping changes, curb modifications, and re-grading necessary to achieve the desired results of the traffic calming deployment.

Traffic calming projects may be deployed as individual Town projects, by Town Highway employees, added to Town paving projects, or as add-ons to other Town of Amherst projects.

1.5 PROJECT SCHEDULE

The schedule for completing the selected Traffic Calming Installations is location-specific, with the first deployment occurring in 2023 and 2024.

1.6 PROJECT ESTIMATE

o Design	$ 31,250
o Construction	$ 118,000
o Legal/Admin/Bonding	$ 750
Total Amount to be bonded	**$ 150,000**

1.7 FINANCIAL SUMMARY

The Town of Amherst appropriated funds in the approved 2023-2028 Capital Improvement Program under Project E-26, Traffic Calming Installations. The funds have been identified as a General Bond.

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

Engineering Department (cont'd) *Recommended Schedule (X $1,000)*

Project ID	*Project Title/Description*	*2023*	*2024*	*2025*	*2026*	*2027*	*2028*	*Total Cost*
E-26	**Traffic Calming Installations:** Implement traffic calming treatments along local roadways in the Town.	150 LA	100 LA	100 LA	100 LA	100 LA		**$550,000**

Attachment: MPR E-26 E-27 E-28 E-30 H-8 Transportation Safety & Mobility Projects (RES-2023-393 : Transportation Safety and Mobility

2.0 PEDESTRIAN SAFETY IMPROVEMENTS AT CROSSINGS E-27 $175,000

The primary purpose of a traffic signal is to assign right-of-way to travelers through an intersection, thereby improving their safety. However, municipalities must recognize that the most vulnerable traveler is the pedestrian. The Town of Amherst owns and operates over 56 three-color Traffic Signals located at Town or County intersections. A majority of these intersections have pedestrian accommodations including sidewalks, curb ramps, crosswalks, and pedestrian signal heads. There are also a number of intersections that lack pedestrian accessibility features such as pedestrian signal heads.

Pedestrian signal heads are devices used at signalized intersections to notify pedestrians when it is safe to cross a leg of an intersection. Modern pedestrian signals incorporate countdown timers that display the number of seconds remaining to cross before the signal changes to a "Don't Walk". According to the Manual on Uniform Traffic Control Devices, pedestrian heads should be installed when it is "necessary to assist pedestrians in deciding when to begin crossing the roadway in the chosen direction or if engineering judgment determines that pedestrian signal heads are justified to minimize vehicle-pedestrian conflicts."

2.1 SCOPE OF IMPROVEMENTS

In an effort to enhance pedestrian safety at intersections, the following Town-owned traffic signals have been identified by the Highway Department as locations where the addition of pedestrian signal heads with countdown timers would be beneficial:

- JJ Audubon Pkwy / Gordon R. Yeager Drive (municipal complex)
- Maple Rd. / Youngs Rd.
- N. Forest Rd. / JJ Audubon Dr.
- Maple Rd. / Ayer Rd.
- Essjay Rd. / Evans Street
- Eggert Rd. / Rosedale Blvd. / Sweet Home Rd.
- N. Forest Rd. / Klein Rd.
- N. Forest Rd. / Stahl Rd.
- N. Forest Rd. / Heim Rd.
- Wehrle Dr. / Lamarck Dr.
- Kensington Ave. / Walton Dr.

The above intersections targeted for pedestrian safety improvements are currently signalized, but are lacking pedestrian head signals and/or a different pedestrian related improvement. These intersections have a fair amount of pedestrian travel occurring and are near pedestrian generators (mercantile, schools, bus stops, etc.). Pedestrian Safety Improvements at signalized intersections includes the installation of pedestrian signal heads and accessories on two or more corners of the intersections listed above. This work shall include signal controller modifications, wiring, pedestrian pedestals, and all other work required by the Manual on Uniform Traffic Control Devices (MUTCD), Americans with Disabilities Act Accessibility Guidelines (ADAAG), and Pedestrian Facilities in the Public Right-of-Way (PROWAG).

Attachment: MPR E-26 E-27 E-28 E-30 H-8 Transportation Safety & Mobility Projects (RES-2023-393 : Transportation Safety and Mobility

In addition to addressing signalized intersections, this project is intended to enhance uncontrolled crossings as well. Uncontrolled marked pedestrian crosswalks include locations where there is a marked mid-block crosswalk or an intersection with a marked crosswalk across the through street where the side street is controlled and the through street is not. Safety improvements to these uncontrolled crossings include the following countermeasures:

- High-visibility crosswalks
- Pedestrian warning signs with a fluorescent yellow – green background
- Retroreflective sign posts
- In-street pedestrian crossing signs
- Rectangular Rapid Flashing Beacons (RRFB)
- HAWK Beacons
- Raised pedestrian median refuge, and/or corner islands and/or curb extensions
- Enhanced illumination at crossings

The following locations have been previously identified where countermeasures at uncontrolled crossings may be beneficial:

- Campus Drive at Daemen University
- Heim Rd. / Deer Ridge Rd. / Heim School Driveway
- Paradise Rd. / Whisperwood Dr.
- West Klein Rd. / Cottonwood Dr.
- Tonawanda Creek at Boxelder Ln.

Other locations in the Town of Amherst not mentioned above will be determined by the Amherst Town Board, Town Engineer, and/or Town Highway Superintendent.

2.2 MAINTENANCE RESPONSIBILITY

Entirely Town-owned crossings are the responsibility of the Town of Amherst and the Town's Highway Department to maintain. For those intersections that are County-owned, the Town is required to obtain Erie County work permits and signal permits prior to the construction at these intersections. The terms within the County Signal Permit requires the applicant "maintain the sign, signal or marking and any equipment or necessary parts thereof in good condition, and in a manner which will not constitute a hazard to traffic". For this reason, the Town of Amherst will maintain and operate the replacement traffic signals, their respective signage, and pavement markings after construction.

2.3 PROJECT SCHEDULE

- Bond Action: April 2023
- Design: Summer 2023
- Bidding: Fall 2023
- Construction: Fall 2023 – Spring 2024

Attachment: MPR E-26 E-27 E-28 E-30 H-8 Transportation Safety & Mobility Projects (RES-2023-393 : Transportation Safety and Mobility

2.4 FINANCIAL SUMMARY

The Town of Amherst appropriated funds in the approved 2023-2028 Capital Improvement Program under Project E-27, Pedestrian Safety Improvements at Crossings. The funds have been identified as a General Bond.

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

Engineering Department (cont'd) *Recommended Schedule (X $1,000)*

Project ID	*Project Title/Description*	*2023*	*2024*	*2025*	*2026*	*2027*	*2028*	*Total Cost*
E-27	**Pedestrian Safety Improvements at Crossings:** Continue improvements at Town Intersections such as controlled crossing, and uncontrolled crossings in accordance to NYS PSAP. May also include Rectangular Rapid Flashing Beacon installation at crossings.	175 LA						$175,000

2.5 PROJECT COST ESTIMATE

o Design	$ 34,125
o Construction	$ 140,000
o Legal/Admin/Bonding	$ 875
Total Amount to be bonded	**$ 175,000**

Attachment: MPR E-26 E-27 E-28 E-30 H-8 Transportation Safety & Mobility Projects (RES-2023-393 : Transportation Safety and Mobility

3.0 ADA TRANSITION PLAN IMPLEMENTATION E-28 $200,000

According to the CDC, 26% of the U.S. Population has some type of disability, with 11.1% of U.S. Adults having a mobility disability with serious difficulty walking or climbing stairs. The Americans with Disabilities Act (ADA), passed in 1990, is a landmark law that prohibits discrimination based on disability. This comprehensive civil rights protection for individuals with disabilities extends not only to physical access to government facilities, programs, and events – but also to pedestrian facilities in public rights-of-way.

Title II (28 CFR 35.1 33(a)) of the ADA requires that state and local governments ensure that persons with disabilities have access to pedestrian routes in the public right-of-way. This ADA Transition Plan project is intended to replace, repair, or install facilities in the right-of-way to enable people with disabilities to reach their desired destination safely.

3.1 PROPOSED IMPROVEMENTS

Town wide implementation to address various ADA deficiencies found in the Town and County rights-of-way. This includes, but not limited to 1) ADA curb ramps at Town-owned traffic signals, 2) ADA curb ramps along roadways, 3) traffic signal improvements that address ADA needs, and 4) sidewalk installation. These components are further detailed by the following:

1) ADA Ramps at Town-owned traffic signals

The Town of Amherst owns and operates 56 three-color traffic signals, which are maintained by the Town's Highway Department. Forty (40) signalized intersections have sidewalk and sidewalk ramps at least at one corner. Of those forty locations, over 50% of the ramps are non-compliant. This project will begin the replacement of non-compliant curb ramps with ADA-compliant curb ramps.

2) ADA Ramps along Roadways

A Technical Assistance (TA) memorandum was issued in 2013 from the US Department of Transportation (DOT) and the Department of Justice (DOJ). This TA mandates that curb ramps are required when streets, roads, or highways are altered through resurfacing. Title II within ADA identifies that new construction and altered facilities must be designed and constructed to be accessible to and usable by persons with disabilities (28 CFR 35.151). Under the 1990 ADA, actions considered alterations were reconstruction, rehabilitation, resurfacing, and widening. As all streets will eventually be repaved, it is in the town's best interest to systematically make these ADA-compliant upgrades. This includes installation and or replacement of sidewalk, sidewalk landings, curb, pedestrian signage, crosswalk striping, and may require utility structure relocation.

3) Signal improvements that address ADA needs

Town-owned signals require ADA upgrades specific to the pedestrian push-button function and location, as well as making the sidewalks in the vicinity of the push-button station compliant. Upgrades include sidewalk, sidewalk landings, push-button equipment and signage, push-button poles and/or stations, pedestrian heads, countdown counters, and crosswalk striping.

Attachment: MPR E-26 E-27 E-28 E-30 H-8 Transportation Safety & Mobility Projects (RES-2023-393 : Transportation Safety and Mobility

4) Sidewalk Installation

The Town has various locations where missing sidewalks do not allow for pedestrians, particularly those disabled, and the opportunity to continue on the network of sidewalk to their desired destination. This project will address missing sidewalk locations that have been requested to the Town and deemed necessary to install using these funds, particularly, those adjacent to Town-owned property or paper streets.

The Town will develop a Town wide priority list based on need and make the above-necessary ADA improvements as funding permits.

3.2 FUNDS FROM ANY OTHER SOURCES

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 allotted 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 goals of the ADA Transition Plan Implementation project.

3.3 PROJECT SCHEDULE

- Bond Action: April 2023
- Design: Summer 2023
- Bidding: Fall 2023
- Construction: Fall 2023 – Spring 2024

3.4 FINANCIAL SUMMARY

The Town of Amherst appropriated funds in the approved 2023-2028 Capital Improvement Program under Project E-28, ADA Transition Plan Implementation. The funds have been identified as a General Bond.

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

Engineering Department (cont'd) *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	Total Cost
E-28	**ADA Transition Plan Implementation:** Continue the Town's ADA Transition Plan by replacing, repairing, or installing facilities in the ROW for people with disabilities such ADA ramps and ADA deficiencies at signalized intersections like push button equipment, along with installation and repair of public sidewalk.	200 LA	100 LA	100 LA				$400,000

Attachment: MPR E-26 E-27 E-28 E-30 H-8 Transportation Safety & Mobility Projects (RES-2023-393 : Transportation Safety and Mobility

ADA TRANSITION PLAN IMPLEMENTATION	E-28	$200,000

3.5 PROJECT COST ESTIMATE

○ Design	$ 30,000
○ Construction	$ 208,000*
○ Legal/Admin/Bonding	$ 1,000
Total Project Cost	**$ 239,000**

* *includes funding from other sources, see section 3.2*

Attachment: MPR E-26 E-27 E-28 E-30 H-8 Transportation Safety & Mobility Projects (RES-2023-393 : Transportation Safety and Mobility

4.0 PEDESTRIAN BEACON INSTALLATIONS E-30 $200,000

The Town of Amherst owns and operates 16 Flashing Beacons which are maintained by the Town's Highway Department. In an effort to avoid flashing beacon failure, the Town's Highway Department Signal Division routinely inspects and maintains the Town's flashing beacon system infrastructure. Due to wear and tear over time, traffic signal equipment and its infrastructure require replacement in accordance with expected life cycles. A full flashing beacon replacement becomes necessary when routine and preventative maintenance can no longer keep the beacon in safe operation to the traveling public.

In addition to replacement and repair, there is also a need to install new flashing beacons in accordance with the Manual of Uniform Traffic Control Devices for instances where roadway geometry, pedestrian crossings, and schools require additional warning. The Town Board with guidance from the Town's Traffic Safety Board determine where these new beacons should be located town wide.

4.1 SCOPE OF IMPROVEMENTS

This project will install new flashing beacons town wide in accordance with the Manual of Uniform Traffic Control Devices. Typical warning or flashing beacon applications include the following:

A. At obstructions in or immediately adjacent to the roadway;
B. As supplemental emphasis to warning signs, including School Zones;
C. As emphasis for midblock crosswalks;
D. As supplemental emphasis to regulatory signs, with the exception of STOP, DO NOT ENTER, WRONG WAY, and SPEED LIMIT signs; and
E. In conjunction with a regulatory or warning sign that includes the phrase WHEN FLASHING in its legend to indicate that the regulation is in effect or that the condition is present only at certain times.

Additionally, this project will also repair or replace components at any of the 16 existing flashing beacons town wide as determined by the Town's Highway Department based on need and condition. These needs will be prioritized by the Highway Department and work will include, but not be limited to the replace, upgrade, repair, and/or routine maintenance of the following components that make up a signalized intersection:

- Switch Packs
- Signs
- Flasher Poles
- Timers
- Power Meters
- Disconnects
- Cabinets
- Wiring
- LED Lamps
- Actuation Systems
- Striping
- Pull Boxes
- Pull boxes
- Push Buttons
- Disconnects
- Generator Transfer switches
- Solar Panels
- Batteries

The location and defined scope of work will be decided upon by the Town Highway Superintendent and Highway Department staff.

Attachment: MPR E-26 E-27 E-28 E-30 H-8 Transportation Safety & Mobility Projects (RES-2023-393 : Transportation Safety and Mobility

4.2 PROJECT SCHEDULE

- Bond Action: April 2023
- Design: Summer 2023
- Bidding: Fall 2023
- Construction: Fall 2023 – Spring 2024

4.3 FINANCIAL SUMMARY

The Town of Amherst appropriated funds in the approved 2023-2028 Capital Improvement Program under Project E-30, Pedestrian Beacon Installations. The funds have been identified as a General Bond.

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

Engineering Department (cont'd) *Recommended Schedule (X $1,000)*

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

4.4 PROJECT COST ESTIMATE

○ Design	$ 35,000
○ Construction	$ 164,000
○ Legal/Admin/Bonding	$ 1,000
Total Amount to be bonded	**$ 200,000**

Attachment: MPR E-26 E-27 E-28 E-30 H-8 Transportation Safety & Mobility Projects (RES-2023-393 : Transportation Safety and Mobility

5.0 VARIOUS SIGNAL UPGRADES H-8 $100,000

The Town of Amherst owns and operates 66 traffic signals and flashing beacons which are maintained by the Town's Highway Department. In an effort to avoid traffic signal failures, the Town's Highway Department Signal Division routinely inspects and maintains the Town's traffic signal infrastructure. Signal equipment and infrastructure is inspected for functionality and condition. The equipment is proactively maintained in an effort to prolong the useful life and functionality of the entire signal system. Various Town-owned and operated signal systems are currently in need of upgrades, repairs, and maintenance.

5.1 SCOPE OF IMPROVEMENTS

Town signal systems town-wide are in need of component replacements, upgrades, and repairs. Many equipment components associated with Town Traffic Signals are antiquated as parts are no longer in production and no longer meet NYSDOT specifications. These needs will be prioritized by the Highway Department and work will include but not be limited to the upgrade, repair, and/or routine maintenance of the following components that make up a signalized intersection:

- Controllers
- Cabinets
- Conflict Monitors
- Span Wire / Mast arm parts
- LED Pedestrian Poles and Heads
- LED Lamps
- Disconnection Boxes
- Signal Heads
- Signal Signage
- Wiring
- Smart Signal Components
- Intersection Striping
- Pull boxes
- Push Buttons
- Disconnects
- Generator Transfer switches
- Signal Control Software and hardware
- Detection Systems (video and inductive-loop)
- Input/output Modules
- ATSPMs & Communications

The location and defined scope of work will be decided upon by the Town Highway Superintendent and Highway Department staff.

5.2 PROJECT SCHEDULE

The schedule for completing the various traffic signal component replacements, upgrades, repairs, and maintenance will be determined by the Town's Highway Department.

Attachment: MPR E-26 E-27 E-28 E-30 H-8 Transportation Safety & Mobility Projects (RES-2023-393 : Transportation Safety and Mobility

5.3 FINANCIAL SUMMARY

The Town of Amherst appropriated funds in the approved 2023-2028 Capital Improvement Program under Project H-8, Various Signal Upgrades. The funds have been identified as a General Fund bond.

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

Engineering Department (cont'd) *Recommended Schedule (X $1,000)*

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

5.4 PROJECT COST ESTIMATE

- Various Signal Upgrades (Construction) $ 99,500
- Legal/Admin/Bonding $ 500

Total Amount to be bonded **$ 100,000**

Attachment: MPR E-26 E-27 E-28 E-30 H-8 Transportation Safety & Mobility Projects (RES-2023-393 : Transportation Safety and Mobility

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM April 11, 2023

TO: Christopher Schregel, Project Manager
Engineering Department

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

RE: SEQR Determination
Transportation Safety and Mobility Projects
2023-2028 C.I.P. Project E-26, E-27, E-28, E-30 and H-8

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)\Transportation Safety and Mobility Projects 04_11_2023.docx

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

Attachment: MPR E-26 E-27 E-28 E-30 H-8 Transportation Safety & Mobility Projects (RES-2023-393 : Transportation Safety and Mobility

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27454 **RESOLUTION 2023-394** **ROLL CALL VOTE (ADOPTED)**

Townwide Comprehensive Planning Projects (Bond Resolution - $500,000)

AGENDA ITEM : MAY 8th, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **Townwide Comprehensive Planning Projects**
2023-2028 C.I.P. - Project No. P-1
Bond Resolution - $500,000

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

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

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

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

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

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - May 8, 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*)
Kim Amplement, Senior Planner (*w/attachments*)

5/8/2023
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 Lavin and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $500,000

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

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel Ulatowski, AICP
Assistant Planning Director

MEMORANDUM April 5, 2023

Town Board Agenda May 8, 2023

TO: Town Board

FROM: Daniel C. Howard, AICP, Planning Director DCH

SUBJECT: Draft SEQR Negative Declaration –
Townwide Comprehensive Planning Projects

The Planning Department has reviewed the Map, Plan & Report for the subject project and determined it to be an Unlisted Action in accordance with Section 617.2(al) of the SEQR regulations. Attached is a draft SEQR Negative Declaration for the above referenced action that appears on the May 8, 2023 Town Board agenda. The Negative Declaration must be issued prior to the Board's action on the resolution.

Please contact me if there are any questions.

Attachment

DH/KA
X:\Special_Projects\CIP\2023 CIP\Comp Plan MPR 2023\SEQR Memo 4-5-23.doc
cc: Town Clerk
Town Attorney

Attachment: SEQRNegDec (RES-2023-394 : Townwide Comprehensive Planning Projects (Bond Resolution - $500,000))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard,
Planning Direct

Daniel J. Ulatowski,
Assistant Planning D r

Attachment: SEQRNegDec (RES-2023-394 : Townwide Comprehensive Planning Projects (Bond Resolution - $500,000))

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Action**:	Townwide Comprehensive Planning Projects
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:	May 8, 2023

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

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

Title of Action: Townwide Comprehensive Planning Projects

SEQR Status: Unlisted Action.

Description of Action: Bonding and preparation of seven (7) comprehensive planning projects:

1. Boulevard Mall Planning
2. Town Park and Trail Planning
3. Environmental Studies
4. Small Area or Action Plan Studies/Planning
5. Inventory of Conditions and Trends
6. Comprehensive Plan Updates
7. Review of the Town's Development Regulations

Location: Town of Amherst, Erie County, New York

Petitioner: Town of Amherst

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Map, Plan & Report, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7(c), all indications are that the proposed action (Comprehensive Planning Studies) will not have a significant impact on the environment, as follows:

1. The action is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems.

2. The action will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources.

3. The action is not expected to create any material conflict with the Town Comprehensive Plan or the Town Zoning Ordinance. Rather, the projects implement Comprehensive Plan policies and objectives aimed at sound planning for neighborhoods, corridors and open spaces.

4. The action may affect properties within an area identified by the State as potentially containing significant cultural or archeological resources. Any site plans resulting from the proposed projects in archeologically sensitive areas may require submittal of an archeological assessment to show it will not impair the character or quality of important historical resources.

5. The action will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. Any site plans resulting from the proposed projects will undergo thorough review at the site plan stage.

6. The proposed action will not cause a major change in the use of either the quantity or type of energy.

7. The action will not create any hazard to human health.

8. The action will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. Any site plans resulting from the proposed projects will undergo thorough review at the site plan stage to ensure consistency with the scale of surrounding land uses.

Attachment: SEQRNegDec (RES-2023-394 : Townwide Comprehensive Planning Projects (Bond Resolution - $500,000))

9. The action will not significantly increase the number of people using the site over its previous level of use.

10. Significant negative traffic impacts are not expected to result from the proposed action.

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

Kim Amplement, Senior Planner — 4/5/23
Signature & title of preparer — date

_____ — _____
Brian J. Kulpa, Supervisor — date

KA/ac
X:\Special_Projects\CIP\2023 CIP\Comp Plan MPR 2023\Neg Dec 4-5-23.docx
cc: Town Clerk
Town Attorney

Attachment: SEQRNegDec (RES-2023-394 : Townwide Comprehensive Planning Projects (Bond Resolution - $500,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

May 8, 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 May 8, 2023.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine 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-2023-394 : Townwide Comprehensive Planning Projects (Bond Resolution - $500,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 8, 2023, AUTHORIZING THE COSTS FOR THE PREPARATION OF A COMPREHENSIVE MASTER PLAN FOR THE TOWN, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $500,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $500,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to finance the costs for the preparation of a comprehensive master plan for the Town, as described in the map, plan and report dated May 2023 and prepared by the Town Planning Department (2023-2028 Capital Improvement Program Project P-1). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $500,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of $500,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

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

Attachment: CertBondReso (RES-2023-394 : Townwide Comprehensive Planning Projects (Bond Resolution - $500,000))

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

(a) The period of probable usefulness applicable to the specific object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 64 of the Law, is five (5) years.

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

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

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

Attachment: CertBondReso (RES-2023-394 : Townwide Comprehensive Planning Projects (Bond Resolution - $500,000))

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

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

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

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

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

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

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

Attachment: CertBondReso (RES-2023-394 : Townwide Comprehensive Planning Projects (Bond Resolution - $500,000))

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

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2023-394 : Townwide Comprehensive Planning Projects (Bond Resolution - $500,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on May 8, 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 May, 2023.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2023-394 : Townwide Comprehensive Planning Projects (Bond Resolution - $500,000))

Town of Amherst

Comprehensive Planning Projects

2023 – 2028 Capital Improvement Program Project P-1

Map, Plan & Report

May 2023

CONTENTS:

- Town Board Approved 2023-2028 CIP Project P-1
- Introduction / Existing Conditions
- Proposed Scope
- Financial/Taxation Summary
- SEQR Determination – Unlisted

Prepared by
Town of Amherst Planning Department
5583 Main St.
Williamsville, NY 14221
(716) 631-7051

Attachment: MPR P-1 Comprehensive Planning Projects (RES-2023-394 : Townwide Comprehensive Planning Projects (Bond Resolution -

TOWN OF AMHERST
Comprehensive Planning Projects

TOWN BOARD APPROVED 2023-2028 CIP PROJECT P-1

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

Planning Department *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	Total Cost
P-1	**Comprehensive Planning:** Management and formulation of a new comprehensive plan and other planning initiatives that will guide revitalization and development over the next 25 years.	~~300 LA~~ 500 LA	200 LA	200 LA				$700,000
P-2	**Youngs Road Extension – Casey to North French Road:** Design/planning, appraisal & wetland delineations to complete the final segment of the north–south arterial.	300 LD	1,500 LD	1,500 LD	1,500 LD	1,500 LD		$6,300,000

INTRODUCTION / EXISTING CONDITIONS

The Town Amherst, New York (the Town) is a first-ring suburb of the City of Buffalo with a land area of 54 square miles. Amherst is the second most populous community in the Western New York Region and the fourth largest among upstate New York municipalities. As a key community within the Region, Amherst is a major contributor to the vibrancy and vitality of Western New York. Since 1950, the Town's resident population has nearly quadrupled from 33,700 persons to 126,000. In the late 1970s, the State University of New York (SUNY) began construction of a new university center in Amherst. The development of the University has been accompanied by private investment in office buildings, business centers, industrial parks, commercial centers, and a variety of housing choices. Today Amherst's daytime population grows to nearly 210,000 people as 83,000 workers and students commute into the Town each day. Some businesses in Amherst are among the largest employers in Western New York.

The Town's current comprehensive plan, the Amherst Bicentennial Comprehensive Plan, was prepared in the period from 2000-2004 and intended to guide its growth through 2018-2020. The Bicentennial Plan has served the Town well, and has been maintained and updated several times. As the Plan reaches its horizon, however, changing conditions and emerging trends in technology, demographics, economics, mobility, land use, and lifestyles are reshaping communities and their futures. Amherst seeks to be at the forefront of understanding and leveraging these trends in order to sustain its success and continue to be a model of innovation, prosperity, resilience, and the community of choice in which to live in New York State. The Town must consider how these trends should shape the Town and its future.

Comprehensive planning must be supported by thorough inventory and research efforts that provide an informed basis for planning. The Town has undertaken a robust planning program over the past several years which requires highly qualified and experienced planning firms to inventory existing conditions and research contemporary and future forces that can shape the Town and form plans and policies to sustain its success. The following projects include small area and corridor plans to inform updates to the Comprehensive Plan, planning support activities to refine projects and for implementation, new policies and code to update commercial uses and office and business parks, and design assistance to define desired park and recreation initiatives.

Attachment: MPR P-1 Comprehensive Planning Projects (RES-2023-394 : Townwide Comprehensive Planning Projects (Bond Resolution -

PROPOSED SCOPE

Proposed 2023-2028 CIP Project (P-1) Projects

1. Boulevard Mall Planning
2. Town Park and Trail Planning
3. Environmental Studies
4. Small Area or Action Plan Studies/Planning
5. Inventory of Conditions and Trends
6. Comprehensive Plan Updates
7. Review of the Town's Development Regulations

1. Boulevard Mall Planning

The Boulevard Mall area will be redeveloped utilizing a Master Site Plan to represent the Town's future vision of the site as a walkable, mixed-use community with a variety of uses. The Master Site Plan will conform to the design standards in the Town's mixed-use zoning code, including a network of blocks and streets lined by pedestrian-friendly building frontages, and high-quality public streets and open spaces. In order form the Master Site Plan for the Boulevard Mall area, the Town may contract with various consultants to assist with the following elements:

- Preliminary design and planning
- Zoning Code regulation updates
- Traffic and transportation studies
- Environmental studies
- Legal services
- Other elements deemed necessary

2. Town Park and Trail Planning

The Planning Department is supporting Town Park and Trail Planning for the improvement of existing parks and trails, and the creation of new ones. Planning for these requires the assistance of design and recreation consultants. This work would provide consulting services to support staff in formulating visions for these facilities and for the creation of associated designs and plans.

3. Environmental Studies

Environmental studies for various areas throughout the Town. It is anticipated that these studies would include examining different environmental aspects such as the physical and natural environments, traffic, infrastructure, zoning, and other impacts of a site or larger area to inform future redevelopment or preservation of that site/area. These studies may require the assistance of environmental or engineering consultants.

4. Small Area or Action Plan Studies/Planning

Studies and planning for various neighborhoods or geographies within the Town that include topics such as traffic/transportation, infrastructure, environmental, economic, land use and zoning. It is anticipated that such studies would produce small area plans or action plans with implementation actions to guide the future vision of that area. Portions of these Plans would eventually be incorporated into updates to the Comprehensive Plan and/or Zoning Code.

5. Inventory of Conditions and Trends

Inventory and analyses of socio-economic conditions and contemporary trends as needed to inform comprehensive planning**.** Changing conditions and emerging trends in technology, demographics, economics, mobility and transportation, land use, and lifestyles are reshaping communities around the country, these must be considered in order to inform the Town's future.

Attachment: MPR P-1 Comprehensive Planning Projects (RES-2023-394 : Townwide Comprehensive Planning Projects (Bond Resolution -

6. **Comprehensive Plan Updates**
   The Town's current Bicentennial Comprehensive Plan is based on information and planning compiled from 2000-2019. These updates have been formulated on a project by project basis or to address new opportunities or information. This work would include review of the Plan to identify information or policies that may be outdated, lacking, or no longer relevant and may specifically look at broader land use inventory, issues and opportunities. Public engagement in order to elicit input from stakeholders and the public will also be incorporated.

7. **Review of the Town's Development Regulations**
   Review and revisions to the Town's development regulations and guidelines are keys to effectively and efficiently sustaining the valued neighborhoods and places in Town. Update of the development regulations is a continuous process in order to ensure these lands remain competitive and encourage development that is responsive to contemporary demands.

This list of projects reflects the Town's priorities for comprehensive planning for 2023. These projects and their scope may change as priorities and the nature of projects change.

Funding for this CIP project will be bonded against the Town of Amherst General Fund at a *total cost* of $500,000.00, financed entirely with serial bonds. The studies and plans provided within the scope of this project will have a minimum life cycle of 20 years.

FINANCIAL SUMMARY

Professional Services	$ 497,500.00
Legal/Administrative	$ 2,500.00
Total Amount to be Bonded	$ 500,000.00

TAXATION SUMMARY

Total Bond Amount:	$ 500,000
Bond Term:	5 Years
Annual Tax Impacts:	$0.0105 per $1,000 AV (General Fund)
Taxation Impact:	$2.6206 per $250,000 property

SEQR DETERMINATION

See the attached documentation.

Attachment: MPR P-1 Comprehensive Planning Projects (RES-2023-394 : Townwide Comprehensive Planning Projects (Bond Resolution -

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel Ulatowski, AICP
Assistant Planning Director

MEMORANDUM April 5, 2023

Town Board Agenda May 8, 2023

TO: Town Board

FROM: Daniel C. Howard, AICP, Planning Director DCH

SUBJECT: Draft SEQR Negative Declaration –
Townwide Comprehensive Planning Projects

The Planning Department has reviewed the Map, Plan & Report for the subject project and determined it to be an Unlisted Action in accordance with Section 617.2(al) of the SEQR regulations. Attached is a draft SEQR Negative Declaration for the above referenced action that appears on the May 8, 2023 Town Board agenda. The Negative Declaration must be issued prior to the Board's action on the resolution.

Please contact me if there are any questions.

Attachment

DH/KA
X:\Special_Projects\CIP\2023 CIP\Comp Plan MPR 2023\SEQR Memo 4-5-23.doc
cc: Town Clerk
Town Attorney

Attachment: MPR P-1 Comprehensive Planning Projects (RES-2023-394 : Townwide Comprehensive Planning Projects (Bond Resolution -

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard,
Planning Direct

Daniel J. Ulatowski,
Assistant Planning D r

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Action**:	Townwide Comprehensive Planning Projects
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:	May 8, 2023

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

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

Title of Action: Townwide Comprehensive Planning Projects

SEQR Status: Unlisted Action.

Description of Action: Bonding and preparation of seven (7) comprehensive planning projects:

1. Boulevard Mall Planning
2. Town Park and Trail Planning
3. Environmental Studies
4. Small Area or Action Plan Studies/Planning
5. Inventory of Conditions and Trends
6. Comprehensive Plan Updates
7. Review of the Town's Development Regulations

Location: Town of Amherst, Erie County, New York

Petitioner: Town of Amherst

Attachment: MPR P-1 Comprehensive Planning Projects (RES-2023-394 : Townwide Comprehensive Planning Projects (Bond Resolution -

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Map, Plan & Report, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7(c), all indications are that the proposed action (Comprehensive Planning Studies) will not have a significant impact on the environment, as follows:

1. The action is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems.

2. The action will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources.

3. The action is not expected to create any material conflict with the Town Comprehensive Plan or the Town Zoning Ordinance. Rather, the projects implement Comprehensive Plan policies and objectives aimed at sound planning for neighborhoods, corridors and open spaces.

4. The action may affect properties within an area identified by the State as potentially containing significant cultural or archeological resources. Any site plans resulting from the proposed projects in archeologically sensitive areas may require submittal of an archeological assessment to show it will not impair the character or quality of important historical resources.

5. The action will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. Any site plans resulting from the proposed projects will undergo thorough review at the site plan stage.

6. The proposed action will not cause a major change in the use of either the quantity or type of energy.

7. The action will not create any hazard to human health.

8. The action will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. Any site plans resulting from the proposed projects will undergo thorough review at the site plan stage to ensure consistency with the scale of surrounding land uses.

Attachment: MPR P-1 Comprehensive Planning Projects (RES-2023-394 : Townwide Comprehensive Planning Projects (Bond Resolution -

9. The action will not significantly increase the number of people using the site over its previous level of use.

10. Significant negative traffic impacts are not expected to result from the proposed action.

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

Kim Amplement, Senior Planner — 4/5/23
Signature & title of preparer — date

_____ — _____
Brian J. Kulpa, Supervisor — date

KA/ac
X:\Special_Projects\CIP\2023 CIP\Comp Plan MPR 2023\Neg Dec 4-5-23.docx
cc: Town Clerk
Town Attorney

Attachment: MPR P-1 Comprehensive Planning Projects (RES-2023-394 : Townwide Comprehensive Planning Projects (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27450 **RESOLUTION 2023-395** **ROLL CALL VOTE (ADOPTED)**

Town Facility Asphalt Sealing and Striping (Bond Resolution - $100,000)

AGENDA ITEM : MAY 8th, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **Town Facility Asphalt Sealing and Striping**
2023-2028 C.I.P. - Project No. F-4
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 - May 8, 2023**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Brian J. Armstrong, Director, Engineering Services (*w/attachments*)

5/8/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. A motion to approve the Bond

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

FINANCIAL IMPACT:

Bond Resolution - $100,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM April 11, 2023

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

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

RE: SEQR Determination
Town Facility Asphalt Sealing & Striping
2023-2028 C.I.P. Project F-4

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

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\April 2023_Town Facility Asphalt Sealing and Striping_F-4.docx

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

Attachment: SEQR (RES-2023-395 : Town Facility Asphalt Sealing and 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

May 8, 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 May 8, 2023.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine 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-2023-395 : Town Facility Asphalt Sealing and Striping (Bond Resolution - $100,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 8, 2023, AUTHORIZING TOWN-WIDE PARKING LOT ASPHALT SEALING AND STRIPING, STATING THE ESTIMATED TOTAL 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 Town-wide parking lot asphalt sealing and striping, as described in the map, plan and report dated April 2023, prepared by the Town Engineering Department (2023-2028 Capital Improvement Program Project F-4). The estimated total 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 aggregate 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 objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2023-395 : Town Facility Asphalt Sealing and Striping (Bond Resolution - $100,000))

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.

Attachment: CertBondReso (RES-2023-395 : Town Facility Asphalt Sealing and Striping (Bond Resolution - $100,000))

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

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

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

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

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

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

Attachment: CertBondReso (RES-2023-395 : Town Facility Asphalt Sealing and Striping (Bond Resolution - $100,000))

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:

Attachment: CertBondReso (RES-2023-395 : Town Facility Asphalt Sealing and Striping (Bond Resolution - $100,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on May 8, 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 MAY 8, 2023, AUTHORIZING TOWN-WIDE PARKING LOT ASPHALT SEALING AND STRIPING, STATING THE ESTIMATED TOTAL 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 is authorized to undertake Town-wide parking lot asphalt sealing and striping, as described in the map, plan and report dated April 2023, prepared by the Town Engineering Department (2023-2028 Capital Improvement Program Project F-4); STATING the estimated total 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 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;

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-2023-395 : Town Facility Asphalt Sealing and Striping (Bond Resolution - $100,000))

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

DATED: May 8, 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-2023-395 : Town Facility Asphalt Sealing and Striping (Bond Resolution - $100,000))

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2023-395 : Town Facility Asphalt Sealing and Striping (Bond Resolution - $100,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on May 8, 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 May, 2023.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2023-395 : Town Facility Asphalt Sealing and Striping (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 May 8, 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 May, 2023.

_____
Notary Public, State of New York

Attachment: CertBondReso (RES-2023-395 : Town Facility Asphalt Sealing and Striping (Bond Resolution - $100,000))

Town of Amherst
Building Maintenance Department

Town Facility Asphalt Sealing & Striping

2023-2028 C.I.P. Project F-4

Town of Amherst Project # 2023.013A

Map, Plan & Report

April 2023

CONTENTS:

- Approved 2023 - 2028 CIP Project F-4
- 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-4 Town Parking Lot Sealing & Striping (RES-2023-395 : Town Facility Asphalt Sealing and Striping (Bond Resolution -

Town Facility Asphalt Sealing & Striping

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

Facilities Department (cont'd) *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	Total Cost
F-4	**Town Parking Lot Sealing & Striping:** Parking lot seal coating, crack filling and striping at Town buildings and facilities to prevent premature failure of asphalt surfacing.	100 LA	100 LA	100 LA	100 LA	100 LA	100 LA	**$600,000**
F-5	**Highway Garage Roof & Sprinkler System Replacement:** Replacement of sheet metal garage roof, and inspection and replacement of the fire suppressant sprinkler heads.			3,654.5 LA	490.4 LA			**$4,144,900**
F-6	**Engineering Department Building Improvements:** Phase 1 includes demolition of the existing LAB building at Plant 1 and installing a storage building. Phase 2 includes updating generators, replacing existing siding, and adding a privacy fence behind Plant 1.	185 LA		325 LA				**$510,000**
F-7	**Museum Improvements:** Maintain Town-owned buildings at the Buffalo Niagara Heritage Village required by the Town's contract.		100 LA	100 LA	100 LA	100 LA	100 LA	**$500,000**
F-8	**Williamsville Youth & Family Roof Restoration:** Roof restoration (coating) at 5005 Sheridan, Amherst Youth Foundation, to restore failing roof membrane and to protect building integrity.		458 LA					**$458,000**
F-9	**Jurek Post Renovations:** Replace the low slope roof and sloped shingle roof on the main building as well as the shingle roofs on the BBQ pit and the pavilion, and repair the south facing façade of the Jurek Post Building.	465 LA						**$465,000**
F-10	**Senior Center HVAC Replacement:** Replace three large rooftop air handler units that have exceeded their useful life.	500 LA 45 X	500 LA					**$1,045,000**

Key:

Funding Source
T – Tax
L – Bond
S – Surplus
E - Encumbered
RF – Recreation Fund
OF – Open Space Fund
F/S – Federal or State Aid
X – Private Source

Funding Account
A – General Account
B – Part Town
C – Community Environment
D – Highway
F – Lighting
G – Sanitary Sewer District
H – Storm Drainage District
I – Water District
W – Water Pollution Control Facility
– Special District Number
NS – None Submitted

INTRODUCTION / EXISTING CONDITIONS:

The 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:

Attachment: MPR F-4 Town Parking Lot Sealing & Striping (RES-2023-395 : Town Facility Asphalt Sealing and Striping (Bond Resolution -

2018 Improvements

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

2019 Improvements

Facility	Improvement
Parks Department	Crack Fill / Seal / Stripe
Town Hall	Crack Fill / Seal / Stripe
Plant No. 16 Wastewater Treatment Facility	Crack Fill / Seal
Highway Department	Crack Fill / Seal / Stripe
Northtown Ice Center	Crack Fill / Seal / Stripe
Audubon Parkway Complex	Crack Fill / Seal / Stripe
North French Soccer Complex	Crack Fill / Seal / Stripe
Eggertsville Library	Crack Fill / Seal / Stripe
Bassett Park	Crack Fill / Seal / Stripe

2020 Improvements

Facility	Improvement
Amherst State Park	Crack Fill / Seal / Stripe
Bassett Park	Crack Fill / Seal / Stripe
Billy Wilson Park	Crack Fill / Seal / Stripe
Eggertsville Public Library	Crack Fill / Seal / Stripe
Engineering Department	Crack Fill / Seal / Stripe
Highway Department (Front lot)	Crack Fill / Seal / Stripe
North French Soccer Complex	Crack Fill / Seal / Stripe
Northtown Skate Park	Crack Fill / Seal / Stripe
Senior Center	Crack Fill / Seal / Stripe
Town Hall	Crack Fill / Seal / Stripe
Plant No. 16 Wastewater Treatment Facility	Crack Fill / Seal / Stripe
Mathewson McCarthy Park (East lot)	Stripe
North Forest Pool (potion)	Stripe
Paradise Park	Stripe

2021 Improvements

Facility	Improvement
Mathewson McCarthy Park (West lot)	Crack Fill / Seal / Stripe
North Forest Pool	Crack Fill / Seal / Stripe
Highway Department (Rear lot)	Crack Fill / Seal / Stripe
Paradise Park	Crack Fill / Seal / Stripe
Northtown Ice Center	Crack Fill / Seal / Stripe

Attachment: MPR F-4 Town Parking Lot Sealing & Striping (RES-2023-395 : Town Facility Asphalt Sealing and Striping (Bond Resolution -

Town Hall	Crack Fill / Seal / Stripe
Central Amherst Little League	Crack Fill / Seal / Stripe
Plant No. 16 Wastewater Treatment Facility	Crack Fill / Seal / Stripe
Audubon Par 3 GC	Crack Fill / Seal / Stripe
Audubon Complex – Police / Court	Crack Fill / Seal / Stripe
Harlem Road Community Center	Crack Fill / Seal / Stripe
North Amherst Recreation Center	Crack Fill / Seal / Stripe
Williamsville Youth & Family Center	Stripe

2022 Improvements

Facility	**Improvement**
Parks Department	Crack fill / Seal / Stripe
Buffalo Niagara Heritage Village Museum	Crack Fill / Seal / Stripe
Police Training Center @ Bailey	Crack Fill / Seal / Stripe
Plant No. 16 Wastewater Treatment Facility	Crack Fill / Seal / Stripe
Audubon Library	Crack Fill / Stripe
Clearfield Library	Crack Fill / Stripe
Eggertsville Library	Crack Fill / Stripe
Senior Center	Crack Fill / Stripe
Williamsville Youth & Family Center	Seal / Stripe
Par 3 Golf Course	Stripe

PROPOSED SCOPE OF IMPROVEMENTS:

In order to address the ongoing deterioration of town facility parking lots and walkways, numerous improvement activities are planned. Asphalt areas will be cleaned and have crack-filler applied as required. The subject asphalt areas will then be sealed and striped as required. These improvements may be completed at any town-owned facility depending on condition, but are anticipated to be completed at the following locations:

- Engineering Department
- Harlem Road Community Center
- North French Soccer Complex
- Audubon Golf Course & Driving Range
- SSG. Billy Wilson Park
- Northtown Center
- Police Headquarters
- Veterans Canal Park

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 5-years.

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

Attachment: MPR F-4 Town Parking Lot Sealing & Striping (RES-2023-395 : Town Facility Asphalt Sealing and Striping (Bond Resolution -

FINANCIAL SUMMARY:

Estimated Construction Costs	$ 99,500
Legal / Administrative	500
Project Total	**$ 100,000**

TAXATION SUMMARY:

Total Bond Amount:	$ 100,000
Bond Term:	5 Years
Annual Tax Impacts:	$0.0021 per $1,000 AV (General Fund)
Typical Property Taxation Impact:	$0.52 per $250,000 property

Attachment: MPR F-4 Town Parking Lot Sealing & Striping (RES-2023-395 : Town Facility Asphalt Sealing and Striping (Bond Resolution -

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM April 11, 2023

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

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

RE: SEQR Determination
Town Facility Asphalt Sealing & Striping
2023-2028 C.I.P. Project F-4

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

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\April 2023_Town Facility Asphalt Sealing and Striping_F-4.docx

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

Attachment: MPR F-4 Town Parking Lot Sealing & Striping (RES-2023-395 : Town Facility Asphalt Sealing and Striping (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27452 **RESOLUTION 2023-396** **ROLL CALL VOTE (ADOPTED)**

Townwide Centralized Security (Bond Resolution - $100,000)

AGENDA ITEM : MAY 8th, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **APD HQ Building Improvements**
2023-2028 C.I.P. - Project PO-02
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 - May 8, 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*)
Kevin Brown, Captain, Amherst Police Department (*w/attachments*)

5/8/2023
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 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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM February 23, 2023

TO: Captain Kevin Brown
Amherst Police Department

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

RE: SEQR Determination – Town-wide Centralized Security Improvements
2023-2028 C.I.P. Project PO-02

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

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\Town-wide Centrralized Security Imp_2023.docx

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

Attachment: Town-wide Centralized Security Imp_2023 (RES-2023-396 : Townwide Centralized Security (Bond Resolution - $100,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

May 8, 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 May 8, 2023.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine 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-2023-396 : Townwide Centralized Security (Bond Resolution - $100,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 8, 2023, AUTHORIZING TOWN-WIDE CENTRALIZED SECURITY IMPROVEMENTS, STATING THE ESTIMATED TOTAL 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 Town-wide centralized security improvements, as described in the map, plan and report dated February 2023, prepared by the Town Police Department (2023-2028 Capital Improvement Program Project P0-02). The estimated total 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 aggregate 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 objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2023-396 : Townwide Centralized Security (Bond Resolution - $100,000))

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. 25 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.

Attachment: CertBondReso (RES-2023-396 : Townwide Centralized Security (Bond Resolution - $100,000))

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

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

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

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

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

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

Attachment: CertBondReso (RES-2023-396 : Townwide Centralized Security (Bond Resolution - $100,000))

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:

Attachment: CertBondReso (RES-2023-396 : Townwide Centralized Security (Bond Resolution - $100,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on May 8, 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 MAY 8, 2023, AUTHORIZING TOWN-WIDE CENTRALIZED SECURITY IMPROVEMENTS, STATING THE ESTIMATED TOTAL 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 is authorized to undertake Town-wide centralized security improvements, as described in the map, plan and report dated February 2023, prepared by the Town Police Department (2023-2028 Capital Improvement Program Project P0-02); STATING the estimated total 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 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;

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-2023-396 : Townwide Centralized Security (Bond Resolution - $100,000))

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

DATED: May 8, 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-2023-396 : Townwide Centralized Security (Bond Resolution - $100,000))

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2023-396 : Townwide Centralized Security (Bond Resolution - $100,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on May 8, 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 May, 2023.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2023-396 : Townwide Centralized Security (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 May 8, 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 May, 2023.

_____
Notary Public, State of New York

Attachment: CertBondReso (RES-2023-396 : Townwide Centralized Security (Bond Resolution - $100,000))

Attachment: MPR PO-2 Town-Wide Centralized Security Improvements (RES-2023-396 : Townwide Centralized Security (Bond Resolution -

Town of Amherst Police Department

Town-wide Centralized Security Improvements

2023-2028 C.I.P

PO-02

Map, Plan & Report

February 2023

CONTENTS:

- Approved 2023 – 2028 CIP Project PO-2
- Proposed Scope of Improvements
- Financial Summary / Taxation Summary
- SEQR Determination

TOWN OF AMHERST POLICE DEPARTMENT
Town-wide Centralized Security Improvements

2023-2028 CIP Project PO-2

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

Police Department (cont'd) *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	Total Cost
PO-2	**Town-wide Centralized Security Improvements:** Security and building improvements to Town buildings such as security camera upgrades, access control system improvements, physical barriers/fencing, and fixtures.	100 LA	100 LA	100 LA	100 LA	100 LA	100 LA	**$600,000**
	Police Court and Maintenance				395 LA			**$395,000**
PO-3	**Garage Roof Improvements (Phase 2):** Restoration of the existing, leaking roof systems at the Police Court and Maintenance Garage Buildings.							
PO-4	**APD Building Improvements:** Engineering, planning and design to begin replacement of windows and sills and the installation of additional awnings.	50 LA	50 LA					**$100,000**
PO-5	**Police & Fire Emergency Communications Tower:** Police/fire antennas on a tower in North Amherst.	200 ARPA	2,000 LA					**$2,200,000**
PO-6	**Bailey Ave Police Training Center Improvements:** Upgrade the bathroom facilities, water service, & storage space.	500 X						**$500,000**
PO-7	**Police HVAC System Improvements – Phase 5:** Last phase to replace the police firing range HVAC controls.		450 LA					**$450,000**

Youth & Recreation Department *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	Total Cost
YR-1	**Youth and Recreation Vehicles & Equipment:** Replacement of various vehicles and equipment to maintain sports facilities or complexes.	150 LA		150 LA		150 LA		**$450,000**

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

10

Attachment: MPR PO-2 Town-Wide Centralized Security Improvements (RES-2023-396 : Townwide Centralized Security (Bond Resolution -

PROPOSED SCOPE OF IMPROVEMENTS

The Town of Amherst Police Department is chiefly responsible for providing adequate safety and security for the residential tax base as well as town employees while town-related business and activities are conducted at town-owned facilities and throughout the town. The scope of this project contains funding for additional safety and security measures as outlined by the Police department. These measures are anticipated to include the following measures and improvements. Other projects may be added if security priorities change.

Security Camera System Upgrades

To date, the Police Department has developed a robust security camera network system made up of controls, communication facilities, and the cameras themselves. The system network is fully complete and functional but consists of only a small number of cameras. With the intent to serve and protect more town-owned facilities and areas of town, the fully scalable system needs to be expanded and upgraded with additional technology and capabilities. In an effort to address the required expansion and upgrade of the existing camera system, a number of improvements will be completed. A thorough analysis of the town and each town-owned facility will be conducted in an effort to determine a priority list of needs based on exposure and threat level. Based on those priorities, the existing system will be expanded with new cameras and technology, to be installed at several town-owned facilities and in areas of need throughout the town. This may include License Plate Recognition (LPR) devices, security cameras, and other electronic security-related technology. As needed, and in order to accommodate the new upgrades, the network serving the cameras and security-related technology may also require improvements and/or upgrades. Ancillary building improvements to town-owned facilities will also be made as needed in an effort to accommodate new cameras and/or network improvements. The project will include the ability to maintain the installed infrastructure thru regular troubleshooting and repair contracts.

Access Control System Improvements

The existing access control system employed by the Town of Amherst Police Department is currently in use within Town Hall, Police Headquarters and Court Facilities. That system was designed as a scalable centralized system which could be expanded in an effort to provide safe, secure and reliable access control on a town-wide basis for numerous town-owned facilities. The system is largely key and key-fob based and provides for computer-controlled security of doors and barriers within town-owned facilities. That system will be expanded as-needed in an effort to broaden the scope of security over other town-owned facilities as dictated by a needs assessment to be conducted by the Police Department. The project will include the ability to maintain the installed infrastructure thru regular troubleshooting and repair contracts.

Physical Security Barriers / Fencing and Fixture Improvements

Based on a Police Department needs assessment, all town-owned facilities will be prioritized based on their need for additional physical barriers and/or fencing and/or fixture improvements. These barriers typically include fencing but may also include motorized gates and/or physical impediments. As needed and in most cases, these additional security measures will provide benefit by providing an additional layer of perimeter control over town-owned facilities. The project will include the ability to maintain the installed infrastructure thru regular troubleshooting and repair contracts.

Attachment: MPR PO-2 Town-Wide Centralized Security Improvements (RES-2023-396 : Townwide Centralized Security (Bond Resolution -

TOWN OF AMHERST POLICE DEPARTMENT
Town-wide Centralized Security Improvements

FINANCIAL SUMMARY:

As per the above, the scope of this project will include a mix of equipment, hardware and software control replacements and improvements. The project scope described above will be designed, bid and constructed during 2023. The above project will be bonded against the Town of Amherst General Fund at a total project cost of $100,000.00, financed entirely with serial bonds. The above project is characterized as a replacement-in-kind project. The improvements provided within the scope of this project will have a minimum life cycle of 10 years.

Security Upgrades	$99,500.00
Legal/Admin	$500.00
Total Bond	$100,000.00

TAXATION SUMMARY:

Total Bond Amount:	$100,000 (General Fund)
Bond Term:	10 Years
Annual Tax Impacts:	$0.0012 per $1,000 AV
Taxation Impact:	$0.2877 per $250,000 property

Attachment: MPR PO-2 Town-Wide Centralized Security Improvements (RES-2023-396 : Townwide Centralized Security (Bond Resolution -

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM February 23, 2023

TO: Captain Kevin Brown
Amherst Police Department

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

RE: SEQR Determination – Town-wide Centralized Security Improvements
2023-2028 C.I.P. Project PO-02

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

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\Town-wide Centrralized Security Imp_2023.docx

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

Attachment: MPR PO-2 Town-Wide Centralized Security Improvements (RES-2023-396 : Townwide Centralized Security (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27451 **RESOLUTION 2023-397** **ROLL CALL VOTE (ADOPTED)**

APD HQ Building Improvements (Bond Resolution - $50,000)

AGENDA ITEM : MAY 8th, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **APD HQ Building Improvements**
2023-2028 C.I.P. - Project F-4
Bond Resolution - $50,000

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 $50,000.00 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 - May 8, 2023**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Brian J. Armstrong, Director, Engineering Services (*w/attachments*)

5/8/2023
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 Deputy Supervisor Bucki and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $50,000

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

May 8, 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 May 8, 2023.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine 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-2023-397 : APD HQ Building Improvements (Bond Resolution - $50,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 8, 2023, AUTHORIZING THE PLANNING COSTS FOR POLICE HEADQUARTERS BUILDING IMPROVEMENTS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $50,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $50,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to finance the planning costs for improvements to the Town's police headquarters building, as described in the map, plan and report dated April 2023 and prepared by the Town Police Department (2023-2028 Capital Improvement Program Project PO-04). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $50,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of $50,000 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 $50,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

Attachment: CertBondReso (RES-2023-397 : APD HQ Building Improvements (Bond Resolution - $50,000))

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

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

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

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

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

Attachment: CertBondReso (RES-2023-397 : APD HQ Building Improvements (Bond Resolution - $50,000))

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

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

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

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

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

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

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

Attachment: CertBondReso (RES-2023-397 : APD HQ Building Improvements (Bond Resolution - $50,000))

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

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2023-397 : APD HQ Building Improvements (Bond Resolution - $50,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on May 8, 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 May, 2023.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2023-397 : APD HQ Building Improvements (Bond Resolution - $50,000))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM February 23, 2023

TO: Captain Kevin Brown
Amherst Police Department

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

RE: SEQR Determination - APD Building Improvements
2023-2028 C.I.P. Project PO-04

The Planning Department has reviewed the scope of work 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)\APD Headquarter Improvements_ 2023.docx

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

Attachment: APD Headquarter Improvements_ 2023 (RES-2023-397 : APD HQ Building Improvements (Bond Resolution - $50,000))

Attachment: MPR PO-4 APD Building Improvements (RES-2023-397 : APD HQ Building Improvements (Bond Resolution - $50,000))

Town of Amherst Police Department

Amherst Police Headquarters Building Improvements

2023-2028 C.I.P

PO-04

Map, Plan & Report

April 2023

CONTENTS:

- **Location**
- **Approved 2023 – 2028 CIP Project PO-4**
- **Proposed Scope of Improvements**
- **Financial Summary / Taxation Summary**
- **SEQR Determination**

TOWN OF AMHERST POLICE DEPARTMENT
Amherst Police Headquarters Building
Improvements

Attachment: MPR PO-4 APD Building Improvements (RES-2023-397 : APD HQ Building Improvements (Bond Resolution - $50,000))

LOCATION:

The project is located east of John James Audubon Parkway at 500 John James Audubon Parkway (Latitude 43.01753, Longitude -78.78060). The facility is Town owned land and property. The proposed improvements will help maintain the existing 44-year-old structure.

2023-2028 CIP Project PO-4:

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

Police Department (cont'd) *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	Total Cost
PO-2	**Town-wide Centralized Security Improvements:** Security and building improvements to Town buildings such as security camera upgrades, access control system improvements, physical barriers/fencing, and fixtures.	100 LA	100 LA	100 LA	100 LA	100 LA	100 LA	**$600,000**
PO-3	**Police Court and Maintenance Garage Roof Improvements (Phase 2):** Restoration of the existing, leaking roof systems at the Police Court and Maintenance Garage Buildings.				395 LA			**$395,000**
PO-4	**APD Building Improvements:** Engineering, planning and design to begin replacement of windows and sills and the installation of additional awnings.	50 LA	50 LA					**$100,000**
PO-5	**Police & Fire Emergency Communications Tower:** Police/fire antennas on a tower in North Amherst.	200 ARPA	2,000 LA					**$2,200,000**
PO-6	**Bailey Ave Police Training Center Improvements:** Upgrade the bathroom facilities, water service, & storage space.	500 X						**$500,000**
PO-7	**Police HVAC System Improvements – Phase 5:** Last phase to replace the police firing range HVAC controls.		450 LA					**$450,000**

Youth & Recreation Department *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	Total Cost
YR-1	**Youth and Recreation Vehicles & Equipment:** Replacement of various vehicles and equipment to maintain sports facilities or complexes.	150 LA		150 LA		150 LA		**$450,000**

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

10

TOWN OF AMHERST POLICE DEPARTMENT
Amherst Police Headquarters Building
Improvements

PROPOSED SCOPE OF IMPROVEMENTS:

The Town of Amherst Police Department headquarters building is appropriately 44 years old and the infrastructure is in need of rehab. Proposed improvements would include interior upgrades to the building's fire protection sprinkler system. The project would include replacement of existing sprinklers, related hardware and system controls. The replacement is necessary due to its age and multiple recent failures of existing hardware (sprinkler heads). In addition, funding will be used to address the aging original building windows and windowsills that are in need of replacements. This will aid in HVAC efficiency of the building utilities. Any remaining funds will be used for related capital expenses having to do with building improvements.

As per the above, the scope of this project will include a mix of equipment and improvements. The project scope described above will be designed, bid and constructed during 2023. If any other building related projects become prioritized during this period, these funds will be available for use for those projects as well. The above project will be bonded against the Town of Amherst General Fund at a total project cost of $50,000.00, financed entirely with serial bonds. The above project is characterized as a replacement-in-kind project. The improvements provided within the scope of this project will have a minimum life cycle of five (5) years.

FINANCIAL SUMMARY

Design	$5,000.00
Construction	$44,750.00
Legal/Admin	$250.00
Total Bond	$50,000.00

TAXATION SUMMARY

Total Bond Amount:	$50,000 (General Fund)
Bond Term:	5 Years
Annual Tax Impacts:	$0.0010 per $1,000 AV
Taxation Impact:	$0.2621 per $250,000 property

Attachment: MPR PO-4 APD Building Improvements (RES-2023-397 : APD HQ Building Improvements (Bond Resolution - $50,000))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM February 23, 2023

TO: Captain Kevin Brown
Amherst Police Department

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

RE: SEQR Determination - APD Building Improvements
2023-2028 C.I.P. Project PO-04

The Planning Department has reviewed the scope of work 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)\APD Headquarter Improvements_ 2023.docx

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

Attachment: MPR PO-4 APD Building Improvements (RES-2023-397 : APD HQ Building Improvements (Bond Resolution - $50,000))

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27463 A **RESOLUTION 2023-398** **ADOPTED**

Engineering Equipment and Vehicle Bond (5Y PPU/15YPPU) (OCPH - $675,000)

AGENDA ITEM : MAY 8TH, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **Engineering Equipment and Vehicle Bond (5Y PPU/15YPPU)**
2023 CIP Project Nos. E-1, E-8
Order Calling Public Hearing - $675,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matters by scheduling a Public Hearing for the project on June 5, 2023 at 3:00 p.m.

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

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - May 8, 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 Town Engineer (*w/attachment*)

5/8/2023
Consent

FINANCIAL IMPACT:

Bond Resolution - $675,000

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

At a regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 8th day of May, 2023.

PRESENT:

Hon. Brian J. Kulpa, Supervisor
Jacqualine 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
JUNE 5, 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 memorandums dated April 27, 2023 and April 28, 2023, for the increase and improvement of facilities of the District, consisting of (i) the acquisition of vehicles for Sewer Maintenance, at the estimated maximum cost of $116,000 (CIP Project No. E-1); (ii) the acquisition of equipment and vehicles

Attachment: CertOCPH (RES-2023-398 : Engineering Equipment and Vehicle Bond (5Y PPU/15YPPU) (OCPH - $675,000))

for the WWTP, at the estimated maximum cost of $110,000 (CIP Project No. E-8); (iii) the acquisition of vehicles for Sewer Maintenance, at the estimated maximum cost of $159,000 (CIP Project No. E-1); and (iv) the acquisition of equipment for the WWTP at the estimated maximum cost of $290,000 (CIP Project No. E-8); 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 $675,000; 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 5th day of June, 2023 at 3:00 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

Attachment: CertOCPH (RES-2023-398 : Engineering Equipment and Vehicle Bond (5Y PPU/15YPPU) (OCPH - $675,000))

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: May 8, 2023

TOWN BOARD OF THE TOWN OF AMHERST

(SEAL)

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

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

The Order was declared adopted.

* * * * *

Attachment: CertOCPH (RES-2023-398 : Engineering Equipment and Vehicle Bond (5Y PPU/15YPPU) (OCPH - $675,000))

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 8th of May, 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 ___ day of May, 2023.

(SEAL)

_____

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2023-398 : Engineering Equipment and Vehicle Bond (5Y PPU/15YPPU) (OCPH - $675,000))

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 June 5, 2023, at 3 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"), for the increase and improvement of facilities of the District, consisting of (i) the acquisition of vehicles for Sewer Maintenance, at the estimated maximum cost of $116,000 (CIP Project No. E-1); (ii) the acquisition of equipment and vehicles for the WWTP, at the estimated maximum cost of $110,000 (CIP Project No. E-8); (iii) the acquisition of vehicles for Sewer Maintenance, at the estimated maximum cost of $159,000 (CIP Project No. E-1); and (iv) the acquisition of equipment for the WWTP at the estimated maximum cost of $290,000 (CIP Project No. E-8); as described in the memorandums dated April 27, 2023 and April 28, 2023 prepared by the Town Engineering Department. The current approved total estimated maximum cost of the projects is $675,000, which is proposed to be financed through issuance of bonds by the Town of Amherst on behalf of the District, payable by levy and collections of assessments on real property in the District. Therefore, the project cost burden is expected to be borne by District property owners throughout the expected term of the bonds. However, the bonds 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 the cost of the project and/or the debt service related to 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: May 8, 2023
Williamsville, New York

Francina J. Spoth .
Town Clerk

Attachment: CertOCPH (RES-2023-398 : Engineering Equipment and Vehicle Bond (5Y PPU/15YPPU) (OCPH - $675,000))

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 8th of May, 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 ___ of May, 2023.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2023-398 : Engineering Equipment and Vehicle Bond (5Y PPU/15YPPU) (OCPH - $675,000))

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

Attachment: CertOCPH (RES-2023-398 : Engineering Equipment and Vehicle Bond (5Y PPU/15YPPU) (OCPH - $675,000))

TOWN OF AMHERST

ENGINEERING DEPARTMENT

ERIE COUNTY – NEW YORK

JEFFREY S. BURROUGHS, P.E., TOWN ENGINEER

April 27, 2023

MEMORANDUM

To: Brian J. Kulpa, AIA – Town Supervisor

From: Jeffrey S. Burroughs, P.E. - Town Engineer

Re: 2023 CIP# E-1 & E-8 Equipment & Vehicle Bond: $675,000.00
Bond for 5-Year PPU - $ 226,000.00

Please accept this memorandum prioritizing the Engineering Department's 2023 Equipment Bond purchases. At this time, these are priority vehicles, but that should a different need come in to play, different equipment may be substituted. The following list of vehicles/equipment, pricing and purchase justification is found below:

Sewer Maintenance – G9000	**Est.Cost**	**Purchase Justification**
Two (2) 4 X 4 Crew Pickup	$115,420.00	Replace E-06 old (2008 Pickup)
Legal/Administration	$ 580.00	
Total Amount	$116,000.00	

WWTP – G9916	**Est.Cost**	**Purchase Justification**
F-150 Pickup	$ 57,450.00	Replace 16-016 (2007 Pickup)
Toro Workman HDXD-4WD	$ 39,000.00	Kawasaki Mule 1998 grounds vehicle
John Deere Snow Blower	$ 13,000.00	
Legal/Administration	$ 550.00	
Total Amount	$110,000.00	

CSSD Fund Tax Impact Summary (Project E-1 & E-8):

Total Amount to Bond	$226,000.00 (Sewer Fund)
Bond Term	5 Years
Cost per $1,000 AV	$ 0.0040
Annual cost for $250,000 property	$ 1.0093

Attachment: MPR E-1 & E-8 Engineering & WPCF Equipment - 5-Year PPU (RES-2023-398 : Engineering Equipment and Vehicle Bond (5Y

ENGINEERING OFFICE – SEWER MAINTENANCE
1100 N. FOREST ROAD
WILLIAMSVILLE, N.Y. 14221
(716) 631-7154 FAX: (716) 631-7222

WASTEWATER TREATMENT FACILITY – ENVIRONMENTAL CONTROL
455 TONAWANDA CREEK ROAD
AMHERST, N.Y. 14228
(716) 691-9771 FAX: (716) 691-4496

TOWN OF AMHERST

ENGINEERING DEPARTMENT

ERIE COUNTY – NEW YORK

JEFFREY S. BURROUGHS, P.E., TOWN ENGINEER

April 28, 2023

MEMORANDUM

To: Brian J. Kulpa, AIA – Town Supervisor

From: Jeffrey S. Burroughs, P.E. - Town Engineer

Re: 2023 CIP# E-1 & E-8 Equipment & Vehicle Bond: $675,000.00
Bonding for 15-Year PPU - $ 449,000.00

Please accept this memorandum prioritizing the Engineering Department's 2023 Equipment Bond purchases. At this time, these are priority vehicles, but that should a different need come in to play, different equipment may be substituted. The following list of vehicles/equipment, pricing and purchase justification is found below:

Sewer Maintenance – G9000	**Est.Cost**	**Purchase Justification**
Medium-Duty Dump Truck	$158,205.00	Replace E-39 (2001 4700 Dump)
Legal/ Administration	$ 795.00	
Total Amount	$159,000.00	

WWTP – G9916	**Est.Cost**	**Purchase Justification**
Front Loader	$198,550.00	Replace 2000 Case 721C
Kabota L6060 Tractor & mower	$ 90,000.00	Replace (2) Jacobson Ride-on mowers
Legal/ Administration	$ 1,450.00	
Total Amount	$290,000.00	

CSSD Fund Tax Impact Summary (Project E-1 & E-8):

Total Amount to Bond	$ 449,000.00 (Sewer Fund)
Bond Term	15 Years
Cost per $1,000 AV	$ 0.0032
Annual cost for $250,000 property	$ 0.8029

Attachment: MPR E-1 & E-8 Engineering & WPCF Equipment - 15-Year PPU (RES-2023-398 : Engineering Equipment and Vehicle Bond (5Y

ENGINEERING OFFICE – SEWER MAINTENANCE
1100 N. FOREST ROAD
WILLIAMSVILLE, N.Y. 14221
(716) 631-7154 FAX: (716) 631-7222

WASTEWATER TREATMENT FACILITY – ENVIRONMENTAL CONTROL
455 TONAWANDA CREEK ROAD
AMHERST, N.Y. 14228
(716) 691-9771 FAX: (716) 691-4496

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27457 A **RESOLUTION 2023-399** **ADOPTED**

2023 Sanitary Sewer Assessment Projects (OCPH - $380,000)

AGENDA ITEM : MAY 8TH, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **2023 Sanitary Sewer Assessment Projects**
2023 CIP Project Nos. E-7, E-21
Order Calling Public Hearing - $380,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on June 5, 2023 at 3:00 p.m.

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

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - May 8, 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 Town Engineer (*w/attachment*)

5/8/2023
Consent

FINANCIAL IMPACT:

Bond Resolution - $380,000

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

At a regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 8th day of May, 2023.

PRESENT:

Hon. Brian J. Kulpa, Supervisor
Jacqualine 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
JUNE 5, 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 two-part map, plan and report, dated May 2023, for the increase and improvement of facilities of the District, consisting of (i) Mini-System Study – Area 1, at the estimated maximum cost of $100,000 (CIP

Attachment: CertOCPH [Revision 1] (RES-2023-399 : 2023 Sanitary Sewer Assessment Projects (OCPH - $380,000))

Project No. E-7) and (ii) Town-wide Sanitary Interceptor Condition Assessments Project, at the estimated maximum cost of $280,000 (CIP Project No. E-21); 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 $380,000; 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 5th day of June, 2023 at 3:00 o'clock P.M. (Prevailing Time) to consider said increase and improvement of the facilities of the District and to hear all persons interested in the subject thereof concerning the same

FURTHER ORDERED, that the Town Clerk publish at least once in the "*Amherst Bee,"* hereby designated as the official newspaper of the Town for such publication, and post on the Town's website at www.amherst.ny.us, on the front entrance door and rear doors of Town Hall and on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of such public hearing, substantially in the form attached hereto as Exhibit A, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

Attachment: CertOCPH [Revision 1] (RES-2023-399 : 2023 Sanitary Sewer Assessment Projects (OCPH - $380,000))

DATED: May 8, 2023

TOWN BOARD OF THE TOWN OF AMHERST

(SEAL)

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

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

The Order was declared adopted.

* * * * *

Attachment: CertOCPH [Revision 1] (RES-2023-399 : 2023 Sanitary Sewer Assessment Projects (OCPH - $380,000))

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 8th of May, 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 8th day of May, 2023.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH [Revision 1] (RES-2023-399 : 2023 Sanitary Sewer Assessment Projects (OCPH - $380,000))

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 June 5, 2023, at 3 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 (i) Mini-System Study – Area 1, at the estimated maximum cost of $100,000 (CIP Project No. E-7) and (ii) Town-wide Sanitary Interceptor Condition Assessments Project, at the estimated maximum cost of $280,000 (CIP Project No. E-21), as described in the two-part map, plan and report, dated May 2023, prepared by the Town Engineering Department. The current approved total estimated maximum cost of the projects is $380,000, which is proposed to be financed through issuance of bonds by the Town of Amherst on behalf of the District, payable by levy and collections of assessments on real property in the District. Therefore, the project cost burden is expected to be borne by District property owners throughout the expected term of the bonds. However, the bonds 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 the cost of the project and/or the debt service related to 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: May 8, 2023
Williamsville, New York

Francina J. Spoth
Town Clerk

Attachment: CertOCPH [Revision 1] (RES-2023-399 : 2023 Sanitary Sewer Assessment Projects (OCPH - $380,000))

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

Attachment: CertOCPH [Revision 1] (RES-2023-399 : 2023 Sanitary Sewer Assessment Projects (OCPH - $380,000))

TOWN OF AMHERST
ENGINEERING DEPARTMENT

2023
SANITARY SEWER ASSESSMENT PROJECTS

2023 CIP PROJECT E-7

MINI-SYSTEM STUDY- AREA 1

TOWN OF AMHERST JOB NO. 2023-001F

2023 CIP PROJECT E-21

TOWN-WIDE SANITARY INTERCEPTOR SEWER EVALUATION

TOWN OF AMHERST JOB NO. 2020-024A

MAP, PLAN & REPORT

May 2023

Contents:

- Executive Summary
- Project Descriptions
- Financial Summary w/costs & taxation
- SEQR Determination

Appendices:

A. Mini-System Study Areas
B. Inspection Areas - Town-wide Sanitary Interceptor Condition Assessments

Attachment: MPR E-7 & E-21 Sanitary Sewer Studies (RES-2023-399 : 2023 Sanitary Sewer Assessment Projects (OCPH - $380,000))

TOWN OF AMHERST
2023 SANITARY SEWER ASSESSMENT PROJECTS

MINI – SYSTEM STUDY – AREA 1

TOWN-WIDE SANITARY INTERCEPTOR SEWER EVALUATION

EXECUTIVE SUMMARY:

The Town of Amherst Engineering Department is proceeding with the above sanitary sewer projects in accordance with the 2023 Capital Improvement Project schedule (Projects E-7, & E-21). These projects, which are located within the Consolidated Sanitary Sewer District include Mini-System Study for Area 1 and Town-wide Sanitary Interceptor Sewer Evaluation Project.

The Town is aware of the challenges that face the community as its sewer infrastructure ages, wastewater flows increase and future demand for sewer capacity remains strong. As the Town matures and developers change their project profiles from green field development to redevelopment, the Town is going to need to adjust and focus its efforts not only on the elimination of the two remaining SSOs, but also the reduction of peak wet weather flows. In that, the Town has begun and is committed to complete mini-system study as part of the renewed SPDES permit over a span of 18 years. This Mini-System Study involves flow metering to be completed in mini-systems 1-12 in 12 – years and remaining mini-systems in 6 subsequent years in addition to the rehabilitation work. (See Location Map)

The Town-wide Sanitary Interceptor Condition Assessment Project will inspect the Town's large-diameter sanitary interceptor sewers ranging in size from 36-inch to 84-inch. These reinforced concrete pipe sewers, which were installed in the mid-1970's, convey a majority of the Town's sewage to Plant #16. These sewers are subjected to the deteriorating conditions hydrogen sulfide generated by the decomposition of sewage within the pipes. The Condition Assessment will use Closed Circuit Television Inspection (CCTV) and sonar to determine the overall condition of these large sewers and help develop a maintenance plan.

The Town-wide Sanitary Interceptor Assessment Project is CCTV inspections with no construction or disturbances and the Mini-System Study Project is flow metering data collection only, therefore no SEQR is required for these two projects.

Attachment: MPR E-7 & E-21 Sanitary Sewer Studies (RES-2023-399 : 2023 Sanitary Sewer Assessment Projects (OCPH - $380,000))

Attachment: MPR E-7 & E-21 Sanitary Sewer Studies (RES-2023-399 : 2023 Sanitary Sewer Assessment Projects (OCPH - $380,000))

PROJECT DESCRIPTION:

Mini–System Study – Area 1

As the town has defined and identified the solutions to the SSO issue, several initiatives have been implemented to remove extraneous wet weather flows (I&I) within the public and private side of the sewer system. Over the summer of 2017 the town adopted a “time of sale” law and amended its I&I mitigation program. In addition, the NYSDEC as part of its CMOM (Capacity Management Operations and Maintenance) plan review has required that the town study each mini system in its sewer shed with the goal of developing future effective I&I mitigation projects.

The I&I mitigation program is mandated by the NYSDEC and all new projects that require NYSDEC approval of a sanitary sewer extension (greater than 2,500 gallons/day) are required to mitigate the equivalent volume of sewage equal to four times the development’s peak flow. The town’s new program requires that the developer of the project cut a check in the amount of $250/gpm for mitigation of I&I flow. The check is deposited into a trust and agency account for use on future capital projects targeting I&I removal.

The town is also required to embark on its mini system studies with the goal of systematically removing as much I&I as feasible. As a start, the town is planning on studying MS01 and MS02 mini systems and will program capital work for each once the study is completed. It is anticipated that each mini system will yield at least one if not two capital projects focused on I&I work.

Town-wide Sanitary Interceptor Condition Assessment Project

There is approximately 72,269 l.f. (13.7 miles) of Reinforced Concrete Pipe (RCP) within the Town’s Sanitary Interceptor System. This interceptor system contains sewers ranging in size from 36-inch to 84-inch diameter.

These interceptor pipes a subjected to the harsh environment of the waste water system and interior of the pipes can be deteriorated by the formation of hydrogen sulfide gases generated by the decomposition of sewage over time.

The Interceptor Condition Assessment Project will use CCTV and Sonar inspection to check the condition of much of these pipes to determine the extent of pipe deterioration within the system and if any maintenance or system improvements are needed to mitigate these conditions.

FINANCIAL SUMMARY

Estimated Costs:

1. Mini–System Study – Area 1
Consolidated Sanitary Sewer District
Town of Amherst Job No. 2023-001F 2023 CIP Project E-7

Engineering & Inspection (Design & Inspection)	$99,500.00
Legal & Administration	$500.00
Total Bond Amount	$100,000.00

2. Town-wide Sanitary Interceptor Condition Assessments Project
Consolidated Sanitary Sewer District
Town of Amherst Job No. 2020-024A 2023 CIP Project E-21

Engineering & Inspection (In House Design & Inspection)	$278,600.00
Legal & Administration	$1,400.00
Total Bond Amount	$280,000.00

Tax Impact Summary (Projects E-7 & E-21):

Total Amount to be Bonded:	**$380,000.00**
Bond Term:	**5 years**
Annual Tax Impacts:	**$0.0068 per $1,000 AV**
Typical Property Impacts:	**$1.6971 per $250,000 AV**

Attachment: MPR E-7 & E-21 Sanitary Sewer Studies (RES-2023-399 : 2023 Sanitary Sewer Assessment Projects (OCPH - $380,000))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM April 25, 2023

TO: Vaishali Reberholt, P.E., Assistant Municipal Engineer
Engineering Department

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

RE: SEQR Determination
Sanitary Sewer Assessment Projects
2023-2028 C.I.P. Projects E-7 & E-21

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.

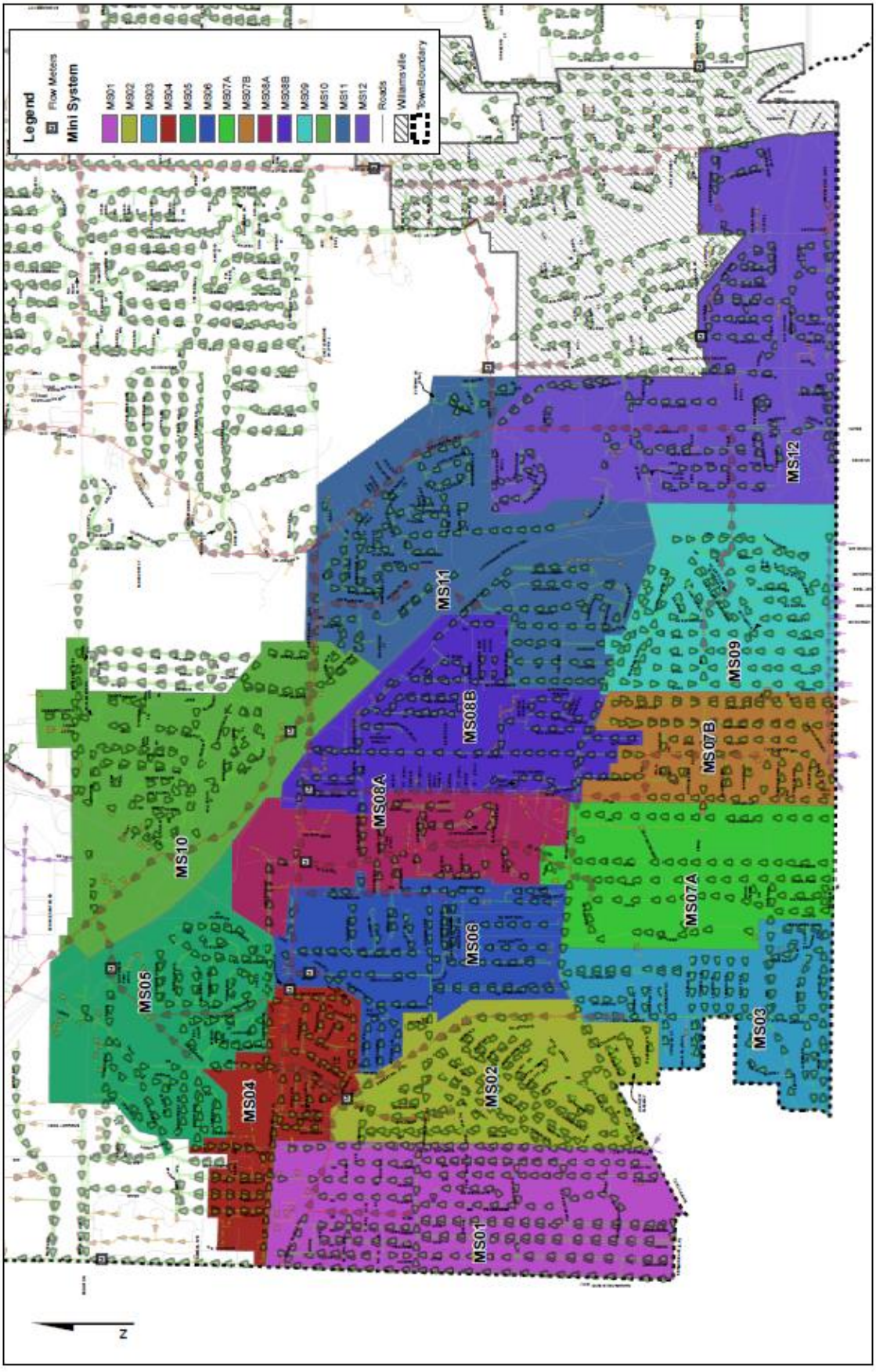
Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\E-7 & E-21_Sanitary Sewer Assessemnt Projects_04_25_2023.docx

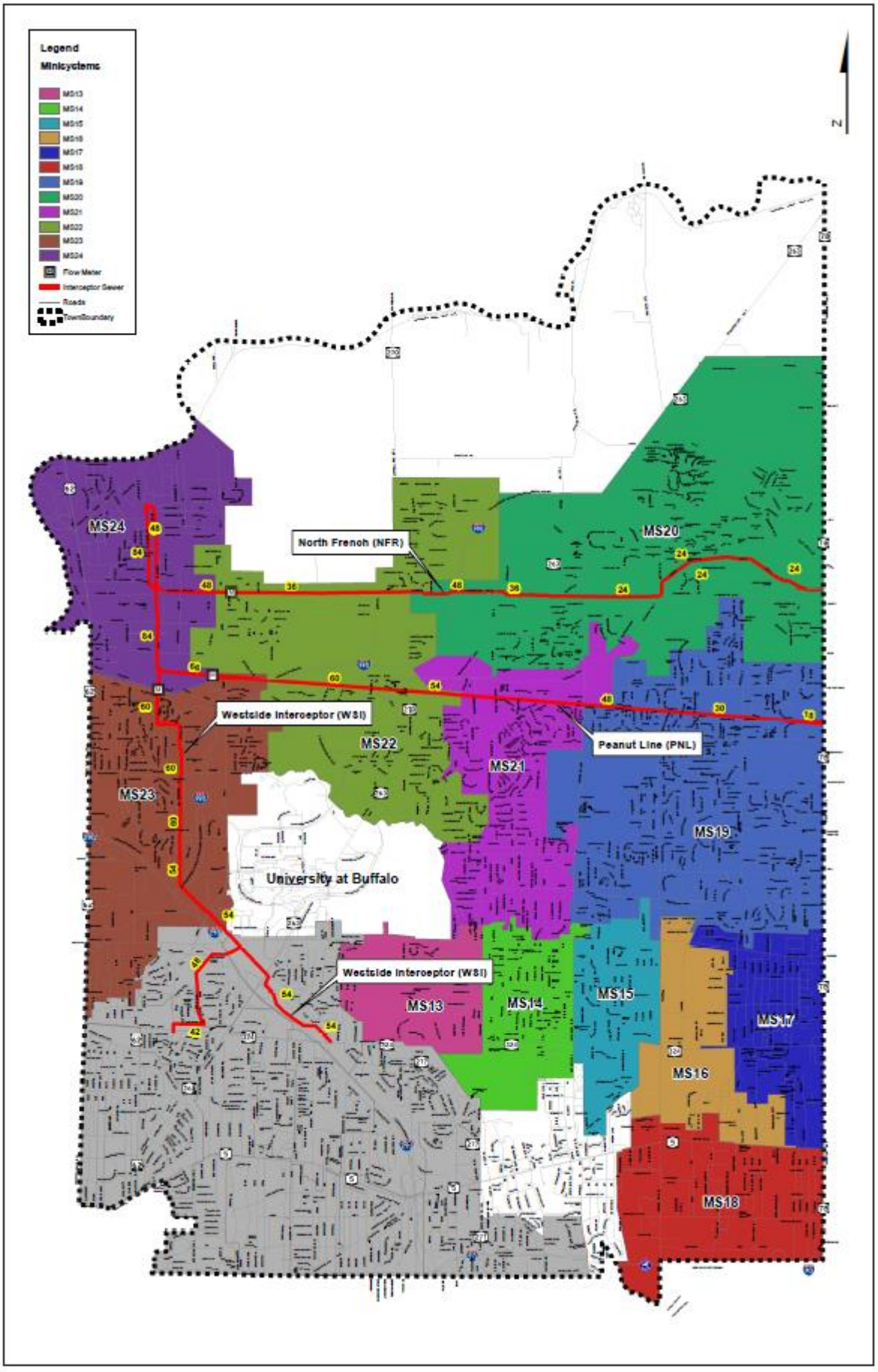
cc:
Martin A. Polowy, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR E-7 & E-21 Sanitary Sewer Studies (RES-2023-399 : 2023 Sanitary Sewer Assessment Projects (OCPH - $380,000))

APPENDIX A
Mini-System Study Areas

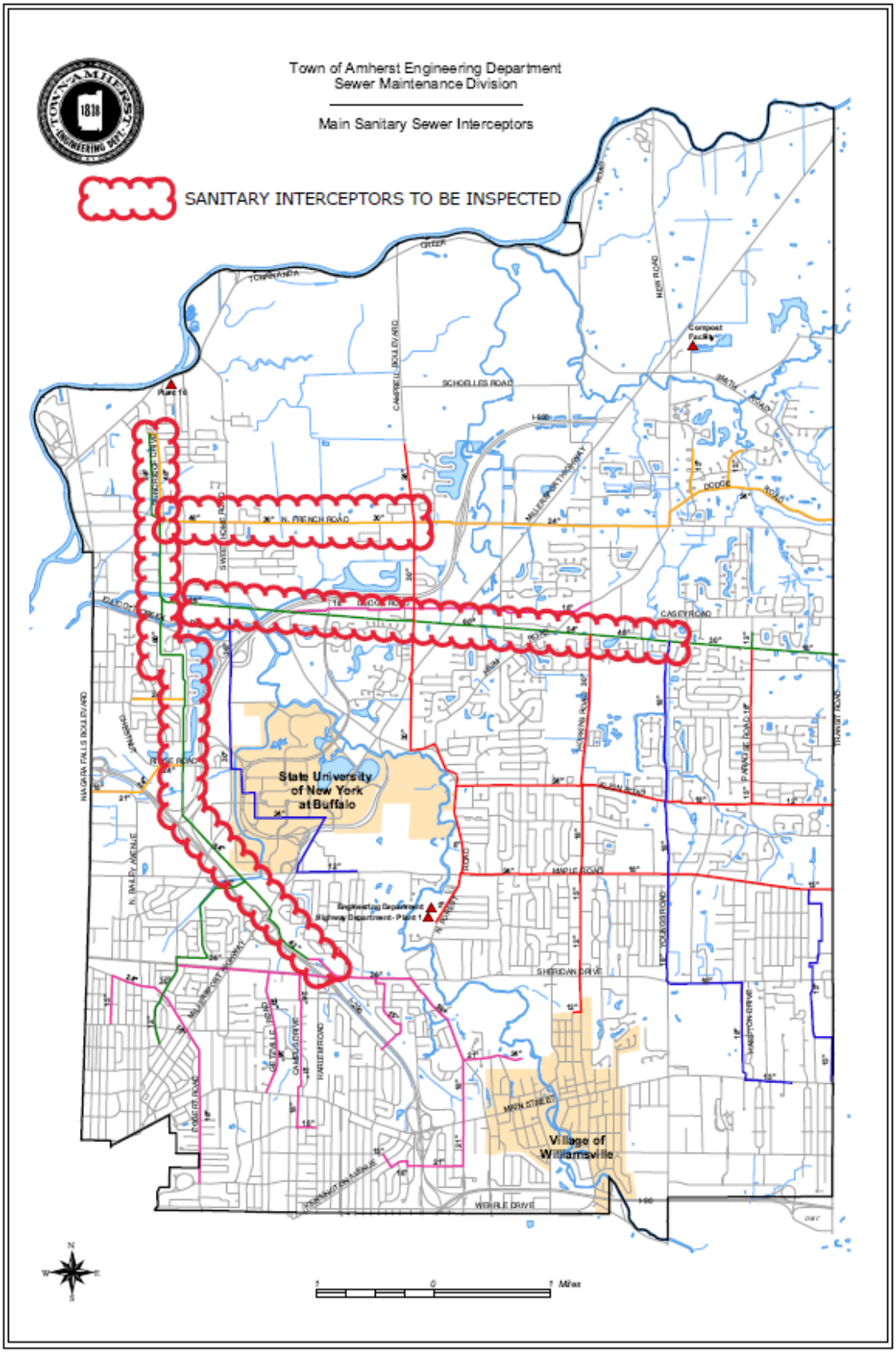


Attachment: MPR E-7 & E-21 Sanitary Sewer Studies (RES-2023-399 : 2023 Sanitary Sewer Assessment Projects (OCPH - $380,000))



Attachment: MPR E-7 & E-21 Sanitary Sewer Studies (RES-2023-399 : 2023 Sanitary Sewer Assessment Projects (OCPH - $380,000))

APPENDIX B
Inspection Areas - Town-wide Sanitary Interceptor Condition Assessments



Attachment: MPR E-7 & E-21 Sanitary Sewer Studies (RES-2023-399 : 2023 Sanitary Sewer Assessment Projects (OCPH - $380,000))

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27453 **RESOLUTION 2023-400** **ADOPTED**

Boulevard Central District Sanitary Sewer Improvements (OCPH $300,000)

AGENDA ITEM : MAY 8TH, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **Boulevard Central District Sanitary Sewer Improvements**
2023 CIP Project E-5
Order Calling Public Hearing - $300,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on June 5, 2023 at 3:00 p.m.

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

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - May 8, 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 Town Engineer (*w/attachment*)

5/8/2023
Consent

FINANCIAL IMPACT:

Bond Resolution - $300,000

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

At a regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 8th day of May, 2023.

PRESENT:

Hon. Brian J. Kulpa, Supervisor
Jacqualine 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
JUNE 5, 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 planning sanitary sewer system improvements (2023 CIP Project No. E-5); and

Attachment: CertOCPH (RES-2023-400 : Boulevard Central District Sanitary Sewer Improvements (OCPH $300,000))

WHEREAS, pursuant to the direction of the Town, the Engineer has completed and filed with the Town Board such preliminary map, plan and report for said increase and improvement of facilities of the District and has estimated the total cost thereof to be $1,300,000, of which a $300,000 portion of such cost is proposed to be financed through issuance of bonds by the Town on behalf of the District, the $1,000,000 portion of such cost is proposed to be funded with current funds appropriated from the ARPA Funding; 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 5th day of June, 2023 at 7:00 o'clock P.M. (Prevailing Time) to consider said increase and improvement of the facilities of the District and to hear all persons interested in the subject thereof concerning the same

FURTHER ORDERED, that the Town Clerk publish at least once in the "*Amherst Bee,"* hereby designated as the official newspaper of the Town for such publication, and post on the Town's website at www.amherst.ny.us, on the front entrance door and rear doors of Town Hall and on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of such public hearing, substantially in the form attached hereto as Exhibit A, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

Attachment: CertOCPH (RES-2023-400 : Boulevard Central District Sanitary Sewer Improvements (OCPH $300,000))

DATED: May 8, 2023

TOWN BOARD OF THE TOWN OF AMHERST

(SEAL)

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

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

The Order was declared adopted.

* * * * *

Attachment: CertOCPH (RES-2023-400 : Boulevard Central District Sanitary Sewer Improvements (OCPH $300,000))

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 8th day of May, 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 ____ day of May, 2023.

(SEAL)

_____

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2023-400 : Boulevard Central District Sanitary Sewer Improvements (OCPH $300,000))

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 June 5, 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 planning sanitary sewer system improvements (2023 CIP Project No. E-5), as described in the map, plan and report, dated April 2023, prepared by the Town Engineering Department. The current approved total estimated maximum cost of the project is $1,300,000, of which a $300,000 portion of such cost is proposed to be financed through issuance of bonds by the Town of Amherst on behalf of the District, payable by levy and collections of assessments on real property in the District, the $1,000,000 portion of such cost is proposed to be funded with current funds appropriated from the ARPA Funding. Therefore, such $300,000 portion of the project cost burden is expected to be borne by District property owners throughout the expected term of the bonds. However, the bonds to be issued shall be general obligation bonds of the Town of Amherst and in the event the amount of assessments collected within the District is insufficient to pay such $300,000 portion of the cost of the project and/or the debt service related thereto, such cost 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: May 8, 2023
Williamsville, New York

Francina J. Spoth
Town Clerk

Attachment: CertOCPH (RES-2023-400 : Boulevard Central District Sanitary Sewer Improvements (OCPH $300,000))

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

Attachment: CertOCPH (RES-2023-400 : Boulevard Central District Sanitary Sewer Improvements (OCPH $300,000))

TOWN OF AMHERST
ENGINEERING DEPARTMENT

BOULEVARD CENTRAL DISTRICT SANITARY SEWER IMPROVEMENTS

2023 CIP PROJECT E-5

CONSOLIDATED SANITARY SEWER DISTRICT, INCREASE IN FACILITIES #14
TOWN OF AMHERST JOB NO. 2019.038

MAP, PLAN & REPORT

April 2023

Contents:

- Executive Summary
- Project Description
- Financial Summary w/costs & taxation
- SEQR

Appendices:

A. Location Map – Westside Interceptor Location and Capacities
B. Project Schematic – Westside Interceptor Diversion Facility

Attachment: MPR E-5 Boulevard Central District Sanitary Sewer Improvements (RES-2023-400 : Boulevard Central District Sanitary Sewer

TOWN OF AMHERST

BOULEVARD CENTRAL DISTRICT SANITARY SEWER IMPROVEMENTS

EXECUTIVE SUMMARY:

The Town of Amherst Engineering Department completed preliminary study and basis of design for the Westside Interceptor in 2022 and is proceeding with the final design per 2023 Capital Improvement Project schedule (Project E-5). As defined during the numerous downstream sewer capacity studies for projects proposed in Williamsville, Eggertsville and Snyder, the Westside Interceptor has wet weather capacity issues as illustrated in the exhibit provided in Appendix A. The well-documented wet weather capacity issues are significant enough to provide a possible barrier to the necessary redevelopment plans for the older areas of the town.

Over the past two decades, the town has been focused on eliminating its sanitary sewer overflows (SSO) which occur due to insufficient downstream pipe capacity. In 2007, the NYSDEC levied an order of consent against the town to prepare a plan to eliminate its four last remaining SSOs. Since that action, the town has eliminated two of the four and is working toward the elimination of the last two. It is possible that this project, as well as operational changes at the plant and future capital improvement projects focusing on I&I removal will mitigate the final two SSOs.

As the town has defined and identified the solutions to the SSO issue, several initiatives have been implemented to remove extraneous wet weather flows (I&I) within the public and private side of the sewer system. Over the summer of 2017, the town adopted a “time of sale” law and amended its I&I mitigation program. In addition, the NYSDEC as part of its CMOM (Capacity Management Operations and Maintenance) plan review has required that the town study each mini system in the Westside Interceptor sewer shed with the goal of developing future effective I&I mitigation projects.

The I&I mitigation program is mandated by the NYSDEC and all new projects that require NYSDEC approval of a sanitary sewer extension (greater than 2,500 gallons/day) are required to mitigate the equivalent volume of sewage equal to four times the development’s peak flow. The town’s new program requires that the developer of the project cut a check in the amount of $250/gpm for mitigation of I&I flow. The check is deposited into a trust and agency account for use on future capital projects targeting I&I removal.

The town will embark on its mini system studies with the goal of systematically removing as much I&I as feasible. As a start, the town is planning to study three smaller mini systems and will program capital work for each. It is anticipated that each mini system will yield at least one if not two capital projects focused on I&I work.

Given the above, and the considerable redevelopment opportunities that are forecasted in the Amherst Opportunity Zone located within the West Side Interceptor sewer shed, it is assumed that a methodical approach to I&I removal alone will not yield the capacities necessary in the West Side Interceptor in a time frame amenable to the Boulevard Central District redevelopment such that the town is going to have to construct a short to intermediate range solution to create sewer capacity.

Attachment: MPR E-5 Boulevard Central District Sanitary Sewer Improvements (RES-2023-400 : Boulevard Central District Sanitary Sewer

PROJECT DESCRIPTION:

West Side Diversion Facility – Final Design

The scope of the project includes preliminary, final and bidding phases to create capacity in the West Side Interceptor by constructing a diversion pump station (three pump) and approximately 13,300 lineal feet of 24-inch or 36-inch force main from the dead end of Rensch Road to the point where the Peanut Line Interceptor runs under Sweet Home Road as shown in Appendix B. It is anticipated that this project will reallocate in system flows and create 15 MGD or 30 MGD of capacity on the West Side Interceptor. The plan is to minimize impacts with existing utilities but if needed funds may be utilized for Right of Way purchases.

At this time, the bond request is for $300,000.00 bonded against the Town's Consolidated Sanitary Sewer District, additional funds per approved 2023 capital improvement project E-5 will be bonded when necessary.

FINANCIAL SUMMARY

Estimated Costs:

Engineering *(Preliminary, Final and Bidding Phase)*	$1,298,500.00
Legal & Administration	$1,500.00
Total Cost	$1,300,000.00
ARPA Funds	($1,000,000.00)
Total Amount to be Bonded	**$300,000.00**

Tax Summary:

Total Bond Request:	$ 300,000.00 (Sewer District)
Bond Term:	5 Years
Annual Tax Impacts:	$0.0054 per $1,000 AV
Typical Property Impacts:	$1.3398 per $250,000 AV

Attachment: MPR E-5 Boulevard Central District Sanitary Sewer Improvements (RES-2023-400 : Boulevard Central District Sanitary Sewer

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM January 25, 2023

TO: Vaishali Reberholt, P.E., Assistant Municipal Engineer
Engineering Department

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

RE: SEQR Determination
Westside Interceptor Diversion Facility Design
2023-2028 C.I.P. Project E-5 – TOA Job No. 2019.038

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)\Westside Interceptor Design_01_25_2023.docx

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

Attachment: MPR E-5 Boulevard Central District Sanitary Sewer Improvements (RES-2023-400 : Boulevard Central District Sanitary Sewer

APPENDIX A

WEST SIDE INTERCEPTOR FLOWS
(SEE ATTCHED)

Attachment: MPR E-5 Boulevard Central District Sanitary Sewer Improvements (RES-2023-400 : Boulevard Central District Sanitary Sewer

Town of Amherst Engineering Department
Sewer Maintenance Division

Main Sanitary Sewer Interceptors

West Side Interceptor Flows (mgd)

Legend

- Flow Metering Nodes

84-Inch West Side Interceptor
Capacity: 104.10 mgd
21.1 mgd Avg. Daily Flow
26.85 mgd Daily Peak Flow
91.70 mgd 2 yr.-6 hr. Flow

66-Inch Peanut Line
Capacity: 57.4 mgd
8.37 mgd Avg. Daily Peak
11.55 mgd Daily Peak Flow
36.60 mgd 2 yr.-6hr. Flow

60-Inch West Side Interceptor
Capacity: 49.1 mgd
12.64 mgd Avg. Daily Flow
15.33 mgd Daily Peak Flow
54.10 mgd 2 yr.-6 hr. Flow

54-Inch West Side Interceptor
Capacity: 38.5 mgd
11.27 mgd Avg. Daily Peak
13.88 mgd Daily Peak Flow
56.65 mgd 2 yr.-6hr. Flow

48-Inch West Side Interceptor
Capacity: 24.6 mgd
3.10 mgd Avg. Daily Peak
4.15 mgd Daily Peak Flow
19.75 mgd 2 yr.-6hr. Flow

54-Inch West Side Interceptor
Capacity: 36.5 mgd
8.05 mgd Avg. Daily Peak
9.55 mgd Daily Peak Flow
36.50 mgd 2 yr.-6hr. Flow

Plant 16
Compost Facility
Engineering Department
Highway Department - Plant 1
State University of New York at Buffalo
Village of Williamsville

1 0 1 Miles

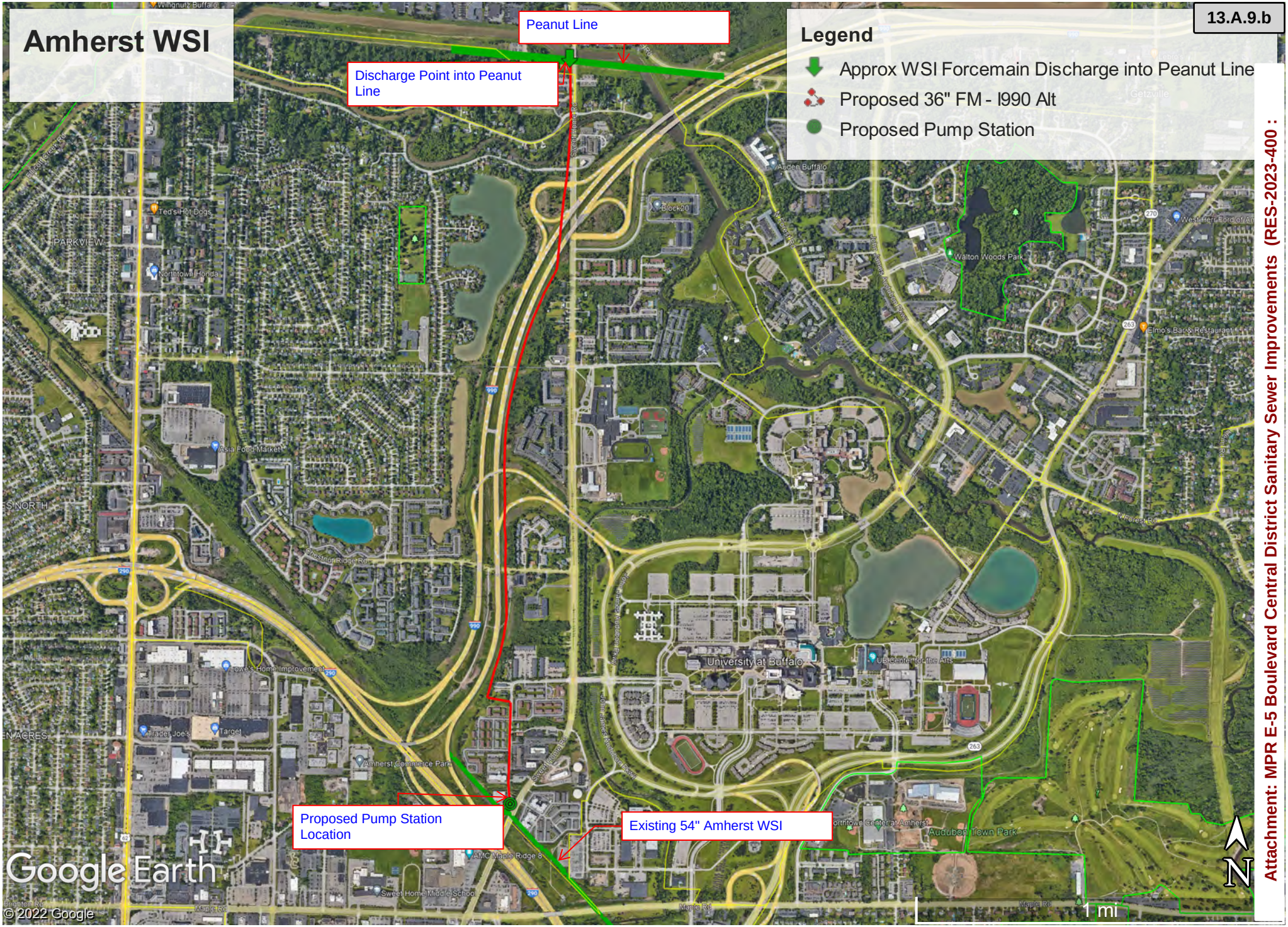
June 2019

Attachment: MPR E-5 Boulevard Central District Sanitary Sewer Improvements (RES-2023-400 : Boulevard Central District Sanitary Sewer Improvements (OCPH $300,000))

APPENDIX B

PUMP STATION AND FORECEMAIN FIGURE
(SEE ATTACHED)

Attachment: MPR E-5 Boulevard Central District Sanitary Sewer Improvements (RES-2023-400 : Boulevard Central District Sanitary Sewer



Attachment: MPR E-5 Boulevard Central District Sanitary Sewer Improvements (RES-2023-400 :

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27492 **RESOLUTION 2023-401** **ADOPTED**

Amendment to Second Amended License Agreement (BNHV) - (CRS #4031/CMS #1509)

AGENDA ITEM - MAY 8th, 2023

TO: **Town Board**

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

DATE: **May 2, 2023**

RE; **Amendment to Second Amended License Agreement Between: Buffalo Niagara Heritage Village (BNHV) f/k/a Amherst Museum and Town of Amherst (CRS #4031/CMS #1509)**

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

RESOLVED, the Town Board authorizes the Town Supervisor to execute the attached agreement pending successful completion of the CRS.

MAP:EAB:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* **Agenda Item - May 8, 2023**)

5/8/2023
Consent

FINANCIAL IMPACT:

Amount

2022: $375,000.00/per year; 2023: $382,500.00/per year; 2024: $390,150.00/per year; 2025: $397,953.00/per year; 2026; $405,912.00/per year; 2027: $414.030.00/per year - A7450.4110

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

AMENDMENT TO SECOND AMENDED LICENSE AGREEMENT

THIS AMENDEDMENT entered into this _____ of May, 2023, by and between the **TOWN OF AMHERST** ("Town"), a municipal corporation organized and existing under and by virtue of the laws of the state of New York and with offices and principle place of business at 5583 Main Street, Williamsville, New York 14221 and the **BUFFALO NIAGARA HERITAGE VILLAGE** ("BNHV"), formerly known as the **AMHERST MUSEUM** ("MUSEUM"), a not-for-profit corporation operating under an Absolute Charter granted by the Board of Regents of the State of New York on behalf of the Education Department, with offices and principle place of business located at 3755 Tonawanda Creek Road, Amherst, New York 14228. The Town and BNHV are referred to collectively as the "Parties."

WHEREAS, a Museum License Agreement was approved under Resolution #2010-1169 on 12/6/2010. This was a 25 year agreement going through 2035 and provided annual funding of $475,000 for calendar years 2011thru 2014. Funding of $475,000 for 2015 was approved under Resolution #2013-1108 on December 16, 2013. Thereafter, on June 6, 2016, the Amherst Town Board by Resolution # 2016-637 agreed to extend financial support to BNHV for the calendar years 2016, 2017 and 2018 by providing a subsidy of $375,000 for those years as spelled out in an Amended License Agreement dated June 2016. A second Amended License Agreement was approved by the Amherst Town Board by Resolution #2019-51 on January 7, 2019, and provided annual funding of $375,000 for 2019 thru 2021, $325,000 for 2022 and 2023, and $275,000 for 2024 ; and

WHEREAS, the Parties have determined that certain terms and conditions of their relationship require a further clarified delineation of their respective duties and responsibilities regarding the buildings and grounds located at the BNHV campus as pictured in Schedule A attached hereto which are owned by the Town, as well as an additional funding allocation;

NOW, THEREFORE, the Town and BNHV, for good and valuable consideration, the Parties intending to be legally bound, hereby amend the Second Amended License Agreement as follows:

1.) Section 10 (a) shall read: "Finish and install all light bulbs, tubes, fuses, and/or circuit breakers, switches, and duplex boxes, except those at the Tonawanda Creek Road Parking Lot (see Schedule A), which shall be the responsibility of the Town Highway Department.

2.) Section 10 (g) shall read: "Removal of snow and ice from all driveways, lots, walkways, and sidewalks as needed. During winter off-season periods of limited programming, the Museum may close unused driveways, lots, walkways, and sidewalks by cordoning off the closed areas and posting signage to indicate the closure. If an area is closed in this way, the Museum shall not be required to remove snow and ice from the area until it is reopened. The Town Highway Department will continue to plow Tonawanda Creek Road Parking Lot (see Schedule A), after all other town plowing has been completed. BNHV may contract with a commercial plow service provider for these services at its own expense if desired."

3.) Section 13 (a) shall read: "The Town agrees to pay the BNHV an annual subsidy as follows:

2022	$375,000
2023	$382,500
2024	$390,150
2025:	$397,953
2026:	$405,912
2027:	$414,030."

Attachment: Amendment to Second Amended License Agreement.BHNV (RES-2023-401 : Amendment to Second Amended License Agreement

4.) Except as set forth in this Amendment, the Second Amended License Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

This Agreement shall be construed in accordance with the laws of the State of New York and constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof. No modification of amendment of any of the provisions hereof shall be valid unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the TOWN OF AMHERST, has caused its corporate seal to be affixed hereto and those present to be signed by Brian J. Kulpa, Town Supervisor, and those present to be signed by BNHV, the day and year first above written.

TOWN OF AMHERST

_____

Brian J. Kulpa, Town Supervisor

BUFFALO NIAGARA HERITAGE VILLAGE

_____

President

Attachment: Amendment to Second Amended License Agreement.BHNV (RES-2023-401 : Amendment to Second Amended License Agreement

4.) Except as set forth in this Amendment, the Second Amended License Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

This Agreement shall be construed in accordance with the laws of the State of New York and constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof. No modification of amendment of any of the provisions hereof shall be valid unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the TOWN OF AMHERST, has caused its corporate seal to be affixed hereto and those present to be signed by Brian J. Kulpa, Town Supervisor, and those present to be signed by BNHV, the day and year first above written.

TOWN OF AMHERST

_____

Brian J. Kulpa, Town Supervisor

BUFFALO NIAGARA HERITAGE VILLAGE

_____

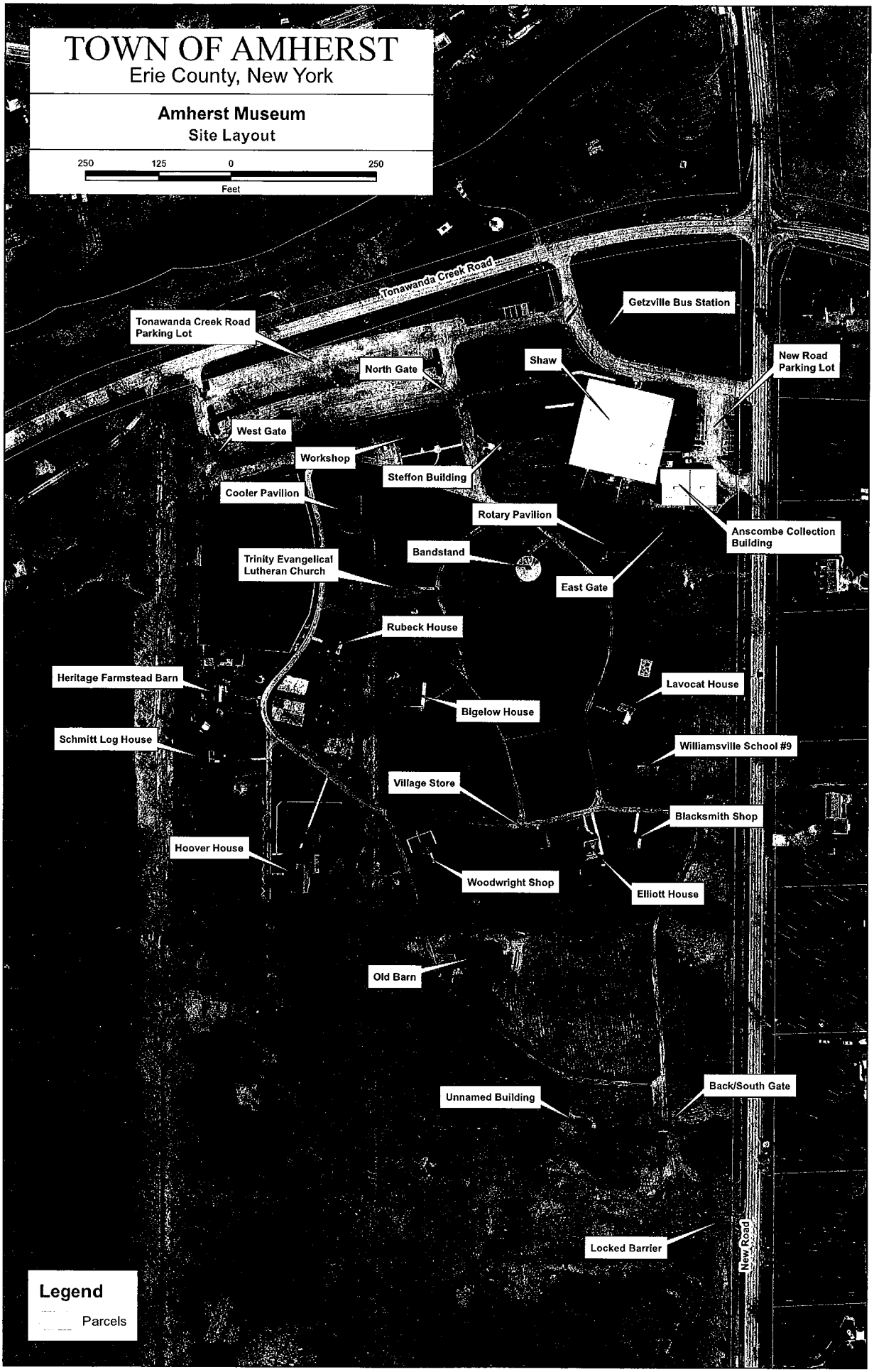
President

Attachment: Amendment to Second Amended License Agreement.BHNV (RES-2023-401 : Amendment to Second Amended License Agreement

Schedule A

Map of Buffalo Niagara Heritage Village

Attachment: Amendment to Second Amended License Agreement.BHNV (RES-2023-401 : Amendment to Second Amended License Agreement



Attachment: Amendment to Second Amended License Agreement.BHNV (RES-2023-401 : Amendment to Second Amended License Agreement

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 27462 **RESOLUTION 2023-402** **ADOPTED**

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

AGENDA ITEM : MAY 8TH, 2023

TO: **Town Board**

FROM: **Nicole M. Burroughs, Senior Paralegal**

DATE: **May 1, 2023**

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

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

This request was reviewed and approved by the Highway Department as well as the Town of Amherst Zoning Board of Appeals, who approved the request as detailed in the attached License Agreement and Exhibit "B" annexed thereto.

Thus, kindly adopt the following resolution:

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

Thank you.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item : May 8, 2023**)
Tim Lucey, General Crew Chief, Highway Department (*w/attachment*)
Daniel Ulatowski, Assistant Planning Director/ZEO (*w/attachment*)
Thomas Voigt, Assistant Planner (*w/attachment*)

5/8/2023
Consent

FINANCIAL IMPACT:

$230.00 Paid by homeowner to Town of Amherst ($150.00 - License Agreement; $80.00 ECCO Filing Fee)
A5010.02724

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

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

TOWN OF AMHERST
LICENSE AGREEMENT

THIS AGREEMENT, made as of this 8th day of May, 2023, between the Town of Amherst, a municipal corporation existing under and by virtue of the laws of the State of New York, having its principal office at 5583 Main Street, Williamsville, New York 14221, Party of the First Part hereinafter referred to as the "Town" and

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

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

WITNESSETH:

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

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

It is more commonly known as:

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

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

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

TBA : 5.8.2023
Address : 187 Boxelder Lane
Owner Name : Clark

Attachment: LicenseAgreement.ZBA.OwnerSignedNotarized (RES-2023-402 : License Agreement - 187 Boxelder Lane (Clark) (CRS #3919))

To construct and install a fence and shed that will encroach into the public drainage easement and public utility easement, the construction and installation of which must follow the regulations approved by the Town of Amherst Zoning Board of Appeals at their meeting held on April 18, 2023, a copy of which is attached as Exhibit "B;"

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

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

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

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

a. There shall not be installed or placed devices, equipment or structures within the said easement area without prior approval of the Town;

b. The use of said license in the Public Drainage Easement area and Public Utility Easement area shall not interfere or restrict the operation, maintenance, repair and/or reconstruction of the Public Drainage Facilities or Public Utility Facilities;

c. If it becomes necessary to remove said encroachment(s) for the purpose of repair and/or reconstruction of the Public Drainage facilities or Public Utility facilities, the cost of the removal and reinstallation of said improvements shall be at the expense of the Owners, his/her successors, distributees and assigns.

d. If at any time the Public Drainage facilities or Public Utility facilities are exposed, unearthed or damaged, the Town shall be promptly notified and allowed inspection of the easement areas.

TBA : 5.8.2023
Address : 187 Boxelder Lane
Owner Name : Clark

Attachment: LicenseAgreement.ZBA.OwnerSignedNotarized (RES-2023-402 : License Agreement - 187 Boxelder Lane (Clark) (CRS #3919))

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

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

This Agreement shall commence on the 8th day of May, 2023 and shall automatically extend for one (1) year periods unless the same is cancelled as provided below:

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

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

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

TOWN OF AMHERST

_____

Brian J. Kulpa
Supervisor

PROPERTY OWNER

Andrea J. Clark

PROPERTY OWNER

Thomas J. Clark

TBA : 5.8.2023
Address : 187 Boxelder Lane
Owner Name : Clark

Attachment: LicenseAgreement.ZBA.OwnerSignedNotarized (RES-2023-402 : License Agreement - 187 Boxelder Lane (Clark) (CRS #3919))

STATE OF NEW YORK }
ERIE COUNTY }SS:

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

_____
Notary Public

STATE OF NEW YORK }
ERIE COUNTY }SS:

On the 2 day of May in the year 2023 before me, the undersigned, personally appeared, **Andrea J. Clark**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Susan Lahood
Notary Public

SUSAN LAHOOD
NOTARY PUBLIC STATE OF NEW YORK
NIAGARA COUNTY
LIC. #01LA6431862
COMM. EXP. 04/18/2026

STATE OF NEW YORK }
ERIE COUNTY }SS:

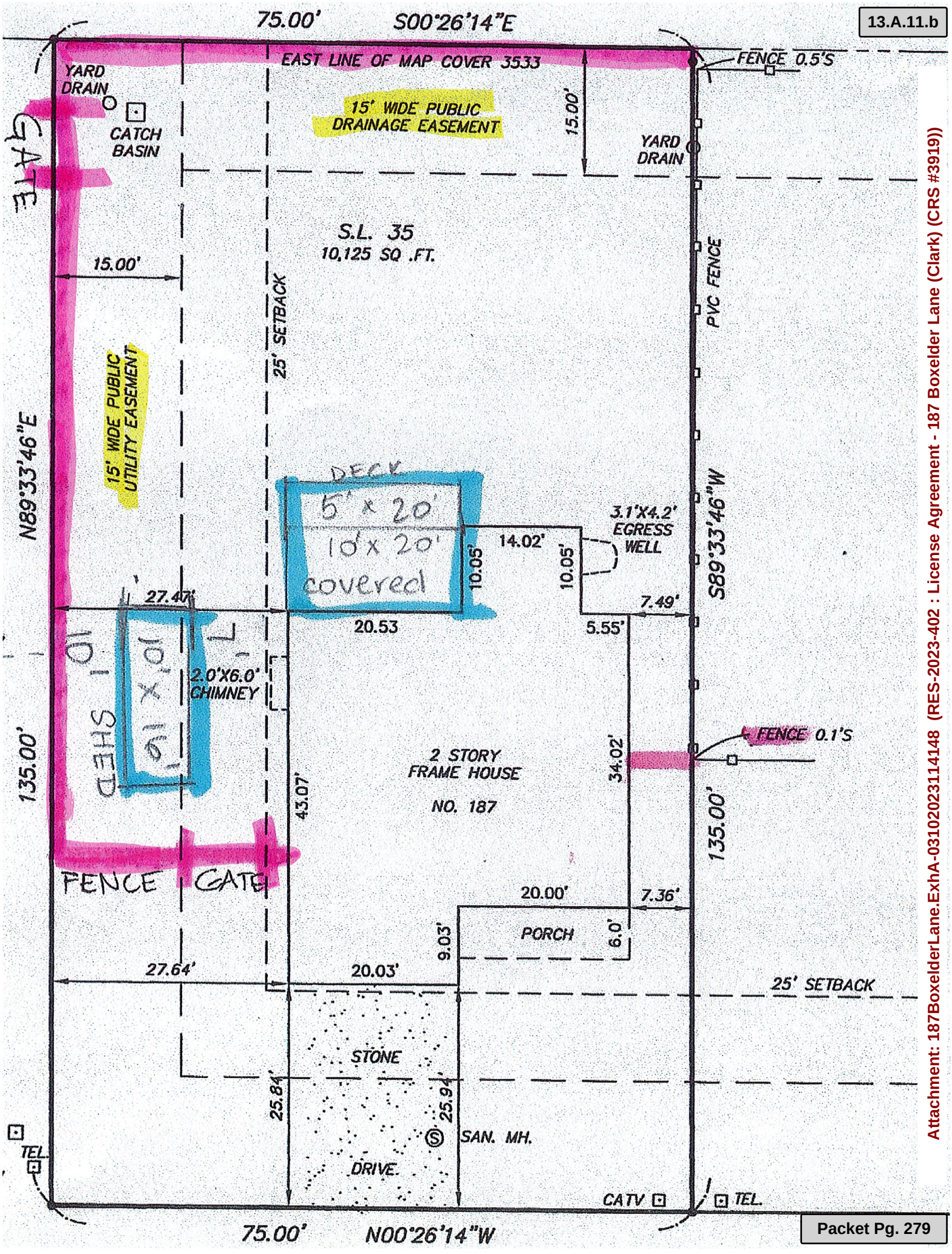
On the 2 day of May in the year 2023 before me, the undersigned, personally appeared, **Thomas J. Clark**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Susan Lahood
Notary Public

TBA : 5.8.2023
Address : 187 Boxelder Lane
Owner Name : Clark

SUSAN LAHOOD
NOTARY PUBLIC STATE OF NEW YORK
NIAGARA COUNTY
LIC. #01LA6431862
COMM. EXP. 04/18/2026

Attachment: LicenseAgreement.ZBA.OwnerSignedNotarized (RES-2023-402 : License Agreement - 187 Boxelder Lane (Clark) (CRS #3919))



Attachment: 187BoxelderLane.ExhA-03102023114148 (RES-2023-402 : License Agreement - 187 Boxelder Lane (Clark) (CRS #3919))

Zoning Board of Appeals
5583 Main Street
Amherst, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 04/18/23 06:30 PM
Department: Zoning Board of Appeals
Initiated by: **Daniel J. Ulatowski**
Co-Sponsored by:

DOC ID: 27363 **ZBA ITEM (ID # 27363)** **APPROVED**

187 Boxelder Lane - Area Variance

WHEREAS, **Andrea & Thomas Clark** have made application for an Area Variance(s), under

1.) SECTION: 2-5-2A(5)(b)(3) (fence)

2.) SECTION: 2-5-2A(5)(b) (shed)

of the Zoning Ordinance of the Town Amherst for the property owned by him/her at :

187 Boxelder Lane within a MFR-5 Zoning District

The petitioner desires to establish a 6 foot high **fence 7 feet** from the **north** property line, whereas, the zoning ordinance requires **10 feet minimum**, and whereas, the petitioner's proposed **shed** will be **12 feet** from the **north** property line, whereas, the zoning ordinance requires **25 feet minimum**, AND

WHEREAS, a public hearing was held on **April 18, 2023** after proper notice, AND

WHEREAS, this Board must consider the testimony and evidence submitted by the applicant and the following factors detailed in §267-b(3)(b) of the NY Town Law:

-) **whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance,**
-) **whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance**
-) **whether the requested area variance is substantial,**
-) **whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district**
-) **whether the alleged difficulty was self-created; AND**

WHEREAS, this Board after reviewing the application and supporting materials, conducting a public hearing and after due deliberation and vote of the Board finds that the variance(s) are not substantial, that it will not have an adverse impact on the physical or environmental conditions of the neighborhood and that it will not create any undesirable change in the character of the neighborhood; AND

WHEREAS, this Board finds that the benefit to the applicant if the variance is granted

Attachment: 187BoxelderLane.ExB-04252023114216 (RES-2023-402 : License Agreement - 187 Boxelder Lane (Clark) (CRS #3919))

outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant based upon a balancing of the factors contained in §267-b(3)(b) of the Town Law; and

WHEREAS, this Board believes that the variance requested is the minimum variance that this Board deems necessary and adequate and at the same time preserves and protects the character of the neighborhood and the health, safety and welfare of the community; and

WHEREAS, a record having been made by electronic means and preserved in digital format is available in the Town Clerk's Office;

NOW, THEREFORE, BE IT RESOLVED that this Boards decision to hereby GRANT the area variances from the above-mentioned sections of the Zoning Ordinance of the Town of Amherst is subject to license agreement from the Amherst Town Attorneys Office for both the fence and shed.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Brian Bray, Member
SECONDER:	Kelly J. Philips, Member
AYES:	Nichols, Shubert, Philips, Bray, Parker

Attachment: 187BoxelderLane.ExB-04252023114216 (RES-2023-402 : License Agreement - 187 Boxelder Lane (Clark) (CRS #3919))

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27428 **RESOLUTION 2023-403** **ADOPTED**

Progressive A/S/O Foskolos, Et Al. - Settlement of Claim

AGENDA ITEM : MAY 8th, 2023

TO: **Town Board**

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

DATE: **May 2, 2023**

RE: **Settlement of Litigation Matter**
Progressive a/s/o Mikayla Foskolos, et al.

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

WHEREAS, the Town Board authorizes settlement of the above matter in the amount of $45,000 paid to the Town of Amherst;

THEREFORE BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to execute any and all documents relative to the settlement of the above matter.

MAP:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item : May 8, 2023**)

5/8/2023
Consent

FINANCIAL IMPACT:

Insurance Reimbursement - $45,000

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27460 **RESOLUTION 2023-404** **ADOPTED**

USDA Property Access Request (CRS #4010)

AGENDA ITEM : MAY 8TH, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **USDA Property Access Requests (CRS #4010)**
Box Tree Moth Response
New York European Cherry Fruit Fly
Property Located At : All Town Properties

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

RESOLVED, that the Town Board authorizes the Supervisor to execute the attached Property Access Request pending successful completion of the Contract Routing System (CRS).

The USDA is requesting that it be able to access Town properties for the purposes of treating the areas for the above invasive species.

Thank you for your consideration.

MAP:NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item: May 8, 2023**)

5/8/2023
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

USDA

United States Department of Agriculture

Year: 2023

Grid Number: _____

Box Tree Moth and
European Cherry Fruit Fly
Response

Property Access Request

United States Department of Agriculture is requesting permission to trap for an invasive pest, the Box Tree Moth (BTM) and/or the European Cherry Fruit Fly (ECFF) on your property.

- ☑ USDA has my permission to place a BTM/ECFF trap or traps on my property. I understand that the trap(s) will be serviced at least every 3 weeks and will be removed on or before November 30th.
- ☐ Trap service notification is not necessary.
- ☐ I would like to be notified each time trap service is performed.
- ☐ USDA does not have permission to place a BTM/ECFF trap or traps on my property.

Property Location(s): ALL PROPERTIES.

Authority Granted By: BRIAN J KULPA
Printed Name

Signature *Date*

Phone Number: 716 631 7032

United States Department of Agriculture
Animal and Plant Health Inspection Service
Plant Protection and
Quarantine
801 Richfield St. Building A
Lockport, NY 14094
1-800-249-2363
www.aphis.usda.gov

Attachment: USDABoxtree.EuroFruitFly.PropAccReq (RES-2023-404 : USDA Property Access Request (CRS#4010))

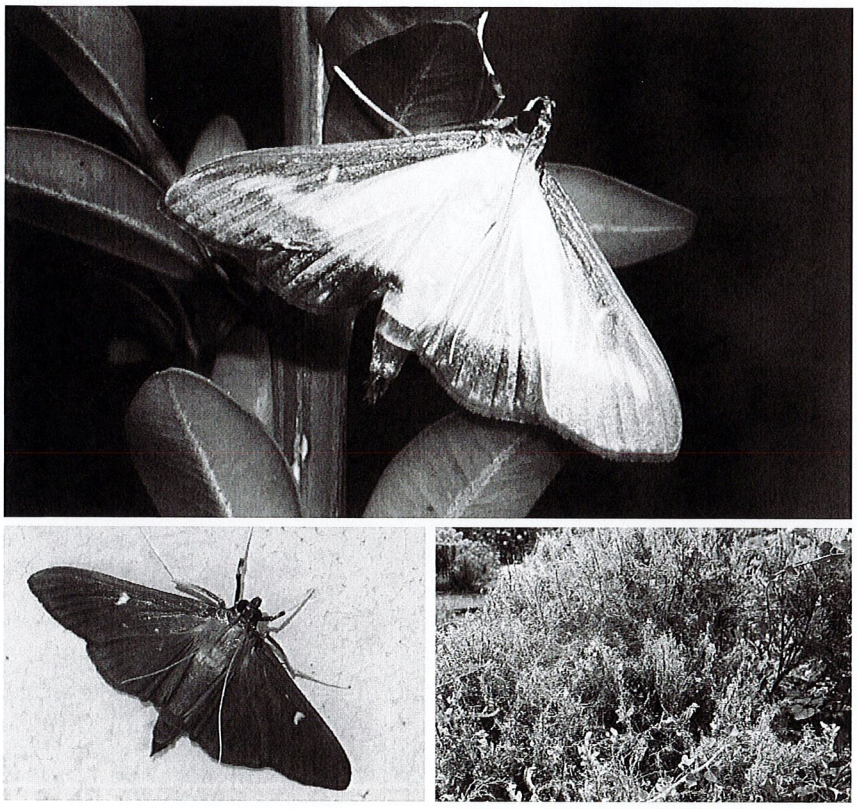
USDA Animal and Plant Health Inspection Service
U.S. DEPARTMENT OF AGRICULTURE

Pest Alert

Plant Protection and Quarantine

Box Tree Moth *(Cydalima perspectalis)*

The box tree moth is an invasive pest that primarily feeds and completes its life cycle on boxwood species *(Buxus* spp*).* In its native range, it also feeds on burning bush *(Euonymus alatus),* Japanese spindletree *(E. japonicus),* purple holly (*Ilex chinensis*), and orange jessamine *(Murraya paniculata)* once all nearby boxwoods are completely defoliated.



Adult moths (top and bottom left), damage (bottom)

Distribution and Spread

The box tree moth is native to temperate and subtropical regions in Asia. It was first reported in Europe in 2007, after which it spread rapidly across European countries and into Western Asia and Northern Africa. In 2018, it was documented in Canada, and in 2021, the U.S. Department of Agriculture (USDA) confirmed the presence of the moth in Niagara County, NY, near the Canadian border. The rate of spread for the box tree moth has varied since its introduction in Europe, with some cases peaking at 96 miles per year. Long distance movement of the box tree moth across Europe occurred primarily through the movement of infested boxwood plantings.

Box tree moths are highly mobile and are good fliers. Natural spread of this moth in Europe is about 3 to 6 miles per year. One analysis from Europe concluded that natural dispersal from continental Europe to the United Kingdom was possible, suggesting sustained adult flights of over 20 miles.

Damage

In 2014, boxwood made up 15 percent of broadleaf evergreen sales in the United States, and the estimated value was $126 million (USDA-NASS, 2015). Boxwoods are typically planted as ornamentals and used for edging, as hedges, and/or clipped into different shapes to make topiaries. The box tree moth can cause heavy defoliation of boxwood plants if populations are left unchecked. Defoliation of existing and new growth can kill the plant. If no foliage is available, larvae have been observed feeding on the bark, which can cause branches or the entire plant to die.

Description

Adult box tree moths generally have white bodies with a brown head and abdomen. Their wings are white and slightly iridescent, with an irregular thick brown border spanning 1.6 to 1.8 inches. Some adults have completely brown wings with a small white streak on each forewing. Males and females show both colorations.

The eggs are pale yellow and average 0.04 inches in size. They are laid in flat clusters of about 5 to 20 on the underside of boxwood leaves. As they mature, a black spot appears marking the larval head.

Newly hatched larvae have black heads and are green to yellow in color. As they age, dark brown stripes develop on the body. The most mature larvae are about 1.6 inches long and have thin white and thick black stripes and black dots outlined in white along the length of the body.

Attachment: USDABoxtree.EuroFruitFly.PropAccReq (RES-2023-404 : USDA Property Access Request (CRS#4010))

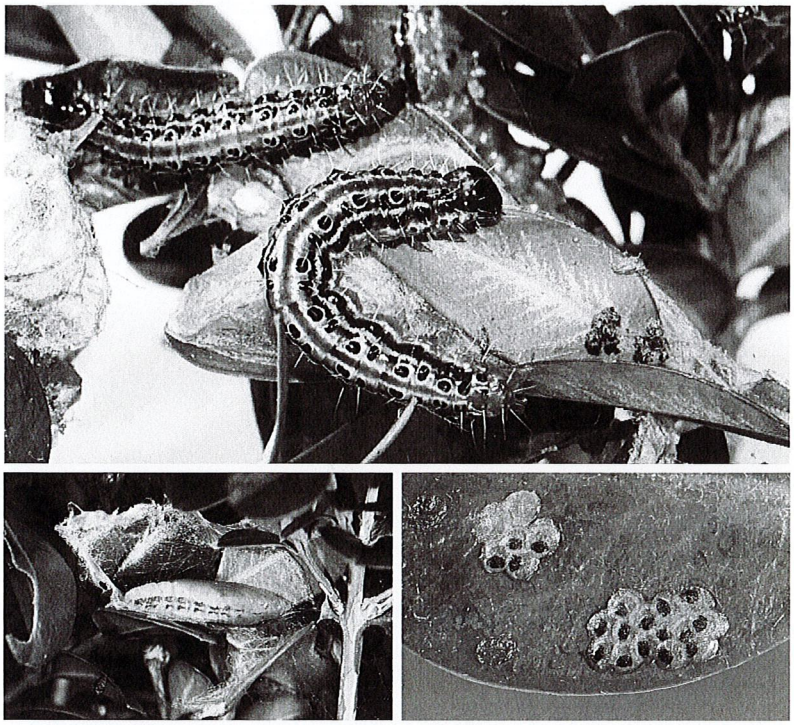
Pupae develop inside a silk cocoon and are 0.6 to 0.8 inches long. They are initially green, with black stripes on the back, and turn brown as they mature.

Life Cycle

Adult female box tree moths lay their eggs singly or in clusters of about 5 to 20 in a gelatinous mass on the underside of boxwood leaves. Box tree moths overwinter as larvae. Once temperatures rise, overwintering larvae emerge and typically begin feeding in March, continuing until they pupate in late April to early May. As they develop, they spin silken webs to hold leaves together and create protected areas to feed. They tend to feed on leaves in the lower portion of host plants but reside in the upper portion and remain active until September or October.

Pupation occurs on the host leaves in silk cocoons. If the boxwood host is defoliated, pupation may occur away from the host plant using leaves from the surrounding area. Pupae will typically first appear in April or May and will be present continuously through the summer and into the fall, depending on the local climate and timing of generations.

Adults first emerge from the overwintering generation between April and July, depending on climate and temperature. Subsequent generations are active between June and October. Adults typically live for 2 weeks after emergence.



Caterpillars, webbing, and frass (top); pupa (bottom left); magnified egg masses (bottom right)

Where To Look

Signs of damage may not appear at the beginning of an infestation because young larvae hide among twigs and leaves. Larvae skeletonize the leaves and feed on the bark, causing defoliation and dryness, leading to the plant's death. Signs of feeding include green-black frass (excrement) and webbing.

The female moths lay their eggs on the underside of the leaves of boxwoods.

Report Your Findings

If you find an insect that you suspect is the box tree moth in New York, please submit an online report to have the specimen identified properly: www.arcg.is/1Df8Se.

For questions, please call USDA at 1-800-249-2363. You may also contact your local Extension office or State Plant Regulatory Official.

To locate an Extension specialist near you, go to the USDA website at **www.nifa.usda.gov/Extension**. A directory of State Plant Regulatory Officials is available on the National Plant Board website at **www.nationalplantboard.org/membership**.

APHIS 81-35-040
Revised March 2022

USDA is an equal opportunity provider, employer, and lender.

Credits: Light-colored adult moth, caterpillar, and damage photos courtesy of Matteo Maspero and Andrea Tantardini, Centro MiRT - Fondazione Minoprio [IT]. Pupa photo courtesy of Ilya Mityushev, Department of Plant Protection of the Russian State Agrarian University - Moscow Timiryazev Agricultural Academy. Dark brown adult moth courtesy of Colette Walter, www.lepiforum.de/webbbs/images/forum_2/pic13983.jpg.

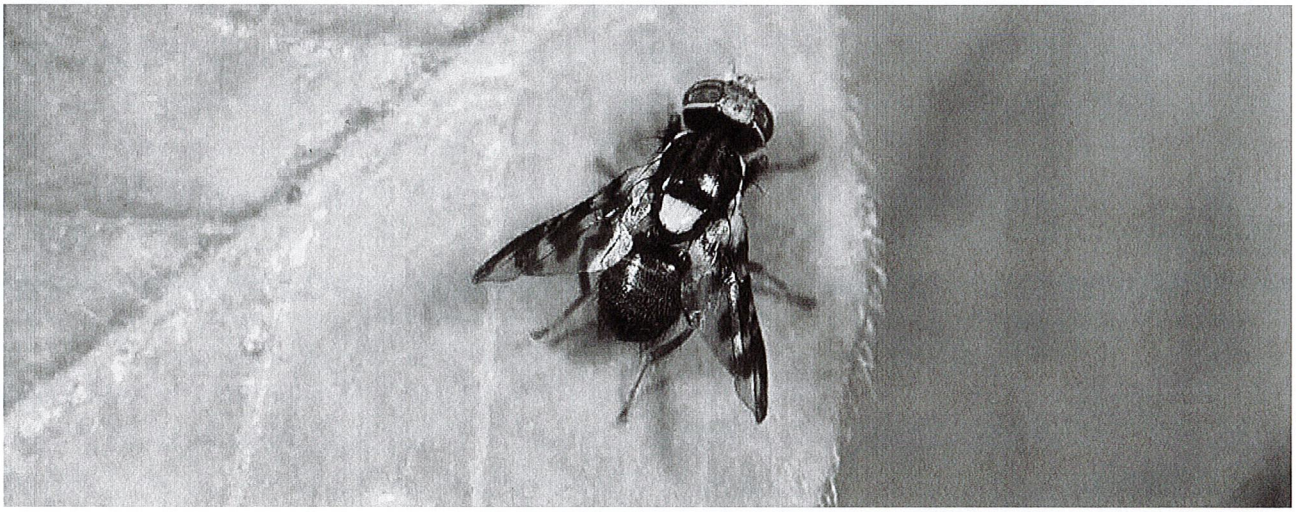
Attachment: USDABoxtree.EuroFruitFly.PropAccReq (RES-2023-404 : USDA Property Access Request (CRS#4010))

USDA
United States Department of Agriculture

Pest Alert

Animal and Plant Health Inspection Service
Plant Protection and Quarantine

European Cherry Fruit Fly *(Rhagoletis cerasi)*



Adult European cherry fruit fly *(Biopix, S.D. Lund, www.biopix.com)*

European cherry fruit fly is the most serious pest of cherries in Europe. The fly attacks ripening fruit, causing it to rot and fall off the tree. In heavily infested areas, the fly can destroy up to 100 percent of cherry and other host plants if left uncontrolled.

Distribution

European cherry fruit fly is found throughout Europe and in parts of West and Central Asia. In 2016, Canada confirmed this pest on wild honeysuckle at several sites in Ontario. In 2017, the United States found European cherry fruit fly on traps hung in wild honeysuckle plants and sweet cherry trees along the Niagara River in New York. This was the first U.S. detection of European cherry fruit fly.

Damage

European cherry fruit fly attacks only the fruit of its host plants. Larvae-infested fruit may have dark soft spots or appear wilted or shriveled. As mature larvae emerge from the fruit, they may leave behind visible exit holes.

If European cherry fruit fly becomes established in the United States, it could affect U.S. access to foreign cherry markets and cause lower prices and economic losses for U.S. cherry growers.

Host Range and At-Risk Areas of the United States

European cherry fruit fly prefers sweet cherries and honeysuckle, but may also attack tart cherries. If this pest establishes itself in New York and spreads to other parts of the country, it could threaten commercial cherry production along the Pacific Coast (California, Oregon, and Washington), in the Northeast (Maryland, New York, and Pennsylvania), and in several Western and Central States (Colorado, Michigan, New Mexico, and Utah).

Appearance and Life Cycle

Adult flies range in length from 1/8 to 3/16 of an inch (3.5–4.0 millimeters). Both males and females are mostly black with yellow to orange heads. A large yellow dot is visible on their backs. The wings are transparent with dark bands.

Adults typically emerge from May to July and have an average lifespan of 2 to 4 weeks. Females usually lay one egg beneath the skin of each piece of fruit. Once they hatch from the eggs, the larvae develop inside the fruit and feed for up to 6 weeks. As the larvae develop, they damage the fruit pulp. Mature larvae exit the fruit through emergence holes, drop to the ground, and burrow into the soil. Once in the soil, they pupate within a few days and overwinter in the soil underneath or near the host plant.

Preventing Fruit Fly Spread

When U.S. Department of Agriculture (USDA) or State agriculture officials find an infestation of invasive fruit flies that could damage crops in this country, State regulatory officials first establish an intrastate quarantine to prevent the pest's spread within that State. USDA then establishes a parallel interstate quarantine to keep the

Attachment: USDABoxtree.EuroFruitFly.PropAccReq (RES-2023-404 : USDA Property Access Request (CRS#4010))

pest from spreading to other States. Together, these quarantines allow State and Federal officials to control and suppress the outbreak locally and regulate the movement of host fruits, nursery plants, and other items that could harbor the pest. These efforts help protect growers in other vulnerable parts of the country.

What You Can Do

Please cooperate with agricultural workers who may be in your area surveying for the pest. In areas where the pest has been found, agricultural workers may request approval from the property owner to apply treatment to prevent the spread.

When traveling, declare all food, live animals, and plant or animal products to a U.S. Customs and Border Protection officer or agriculture specialist at the first port of entry. If your items are generally allowed, the inspector will check them to make sure they are free from pests and disease.

If you travel to Canada, be advised that you may not bring cherries from Ontario into the United States. Cherries from other Canadian provinces are allowed if they are accompanied by a receipt or other document that confirms the fruit's origin. For more information, view the Federal Order: www.aphis.usda.gov/import_export/plants/plant_imports/federal_order/downloads/2017/DA-2017-15.pdf.

Learn More

To learn more, visit USDA's exotic fruit fly Web site (www.aphis.usda.gov/plant-health/ff) or contact:

- **The New York State Integrated Pest Management Program**
  nysipm.cornell.edu/agriculture/fruits
- **Your local Extension office**
  www.nifa.usda.gov/Extension
- **Your State department of agriculture**
  www.nationalplantboard.org/member
- **The nearest USDA Animal and Plant Health Inspection Service office**
  www.aphis.usda.gov/planthealth/sphd

PPQ-18-001
Issued November 2017

USDA is an equal opportunity provider, employer, and lender.

Attachment: USDABoxtree.EuroFruitFly.PropAccReq (RES-2023-404 : USDA Property Access Request (CRS#4010))

USDA

Animal Plant Health Inspection Service

Emergency & Regulatory Compliance Services

Investigative & Enforcement Service
Animal Health Enforcement & Tort Claim Branch
250 Marquette Ave Suite 410
Minneapolis, MN 55401

To Whom It May Concern:

The United States Department of Agriculture (USDA) as an agency of the Federal government is a self-insured entity.

The Federal Tort Claims Act (28 U.S. C. 1346(b), 2671 et seq) is the legal mechanism for compensating persons injured or property damaged by a negligent or wrongful act of a Federal employee, when committed within the scope of their employment.

Employees of the USDA are Federal employees and would be covered by Federal workers' compensation insurance if injured while in the performance of their duties.

I hope this information is satisfactory and meets your requirements for proof of insurance. If you have any questions or concerns, you may contact me at Area Code (612) 336-3269.

Sincerely,

ELIZABETH JOHNSON GROTH

Digitally signed by ELIZABETH JOHNSON GROTH
Date: 2022.08.31 07:53:40 -05'00'

Elizabeth Groth

Legal Administrative Specialist

Attachment: USDABoxtree.EuroFruitFly.PropAccReq (RES-2023-404 : USDA Property Access Request (CRS#4010))

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27461 **RESOLUTION 2023-405** **ADOPTED**

Authorization to Commence Surplus Monies Action (96 Jasper)

AGENDA ITEM : MAY 8th, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **Authority To Commence Surplus Money Proceeding**
96 Jasper Drive

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

WHEREAS, the Town of Amherst Community Development program has a lien against the foreclosed property located at 96 Jasper Drive, Amherst, New York; and

WHEREAS, the program is hoping to recoup an unpaid load through the surplus funds being held by the Erie County Comptroller's Office either in whole or in part;

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office.

Thank you.

MAP:nmb
c: Timothy Koller, Deputy Town Clerk
(**Agenda Item - May 8, 2023**)
Susan Fitzpatrick, Community Development Specialist

5/8/2023
Consent

FINANCIAL IMPACT:

Amount TBD - Recovery of surplus monies

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: 05/08/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 27447 **RESOLUTION 2023-406** **ADOPTED**

Amusement License - Papi Grandes

Request by Papi Grandes, for a First Class Amusement License to hold outdoor events at 4276 Maple Rd. from May 5th, 2023 - October 21st, 2023, 7pm-11pm. Total of 50 Events.

Supervising Code Enforcement Officer recommends a fee of $50.00 per day.

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. Fire Department access must be maintained at all times in the event of an emergency.
6. Events with 1,000 guests or more will be require "Crowd Managers " per the 2020 FCNYS.
7. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.

5/8/2023
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: May 1, 2023

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 4276 Maple Rd, Papi Grandes

In response to the Amusement License Application dated April 27,2023, from Jimmy Spano, 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:
May 5,6,12,13,19,20,26,27, June 2,3,9,10,16,17,23,24,30- July1,7,8,14,15,21,22,28,29
August 4,5,11,12,18,19,25,26 – September 1,2,8,9,15,16,22,23,29,30 – October 6,7,13,14,20,21 (50 events) from 7:00 pm until 11:00pm in the patio area of the address noted above, I would recommend a fee of $50.00 per day.

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.
- 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

Attachment: Papi Grandes (RES-2023-406 : Amusement License - Papi Grandes)

Gesel, Doug

From: Brownson, Ashley
Sent: Thursday, April 27, 2023 9:37 AM
To: Chamberlin, Scott; Gesel, Doug; Parnell, Bryan
Subject: Amusement License-Papi Grandes

Please review the following application from Jimmy Spano, Papi Grandes, to hold events at 4276 Maple Rd. The events will be held from May 5, 2023 through October 21, 2023.

Please review and send any written comments back to me as soon as possible so we can place this on the earliest Town Board Agenda. Thank you for your cooperation.

Ashley Brownson
Town Clerk's Office
716-631-7021

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Wednesday, April 26, 2023 5:47 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 6

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

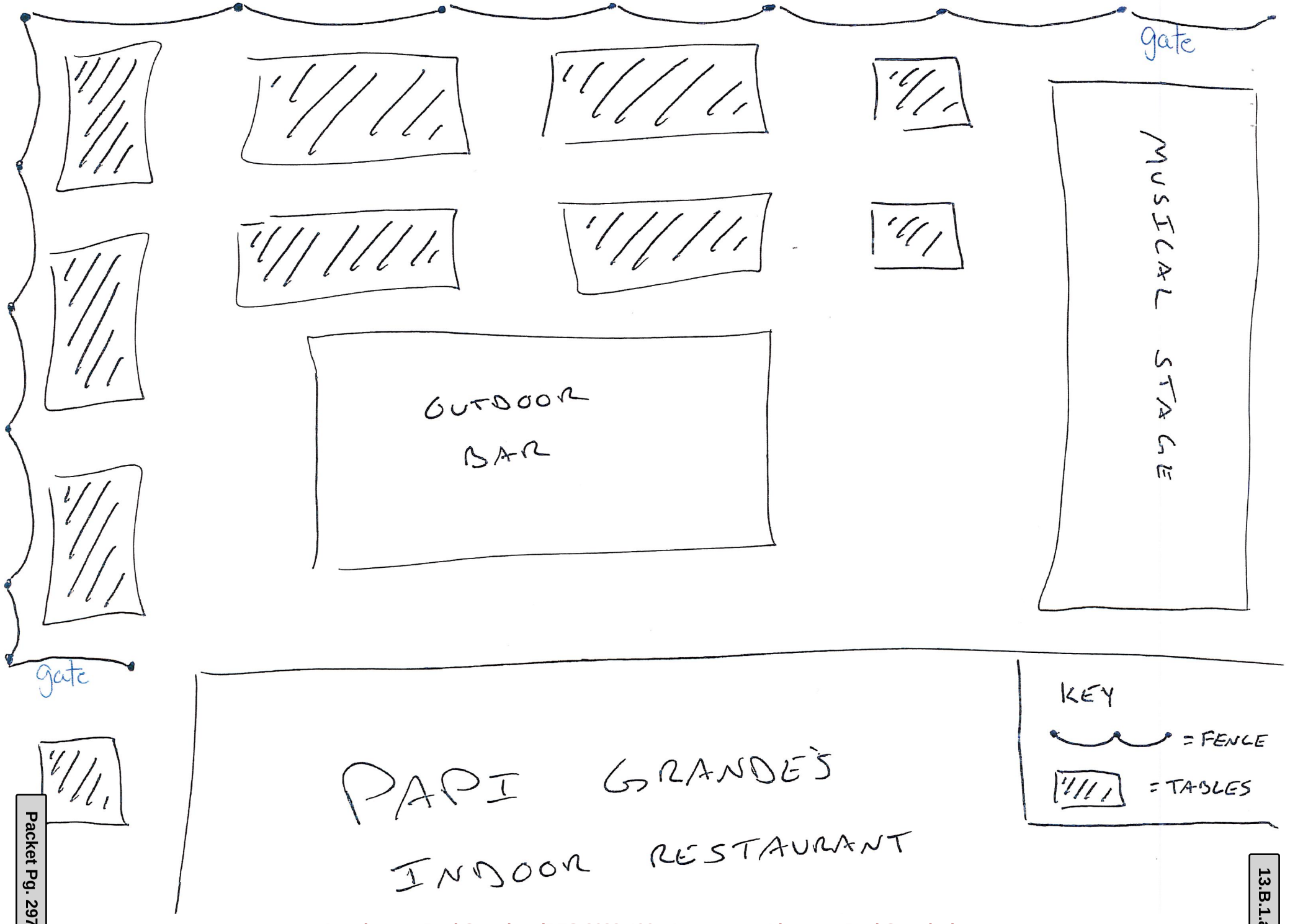
View Entry

Resident / Organization*:	Papi Grandes
Event Address*:	4276 Maple Rd Amherst, NY 14226
Describe Event*:	Outdoor small venue live music
List All Dates*:	5/5,6,12,13,19,20,26,27 - 6/2,3,9,10,16,17,23,24,30 - 7/1,7,8,14,15,21,22,28,29 - 8/4,5,11,12,18,19,25,26 - 9/1,2,8,9,15,16,22,23,29,30 - 10/6,7,13,14,20,21
Start Time*:	07:00 PM
End Time*:	11:00 PM

Attachment: Papi Grandes (RES-2023-406 : Amusement License - Papi Grandes)

Please supply a site plan with designated area for the event with your application*:	PapiGrandesOutdoorSitePlan.pdf
Name of Organizer*:	Jimmy Spano
Address*:	185 San Fernando Ln East Amherst, NY 14051
Phone*:	[redacted]
Email*:	papigrandes@yahoo.com
Signature*:	

Attachment: Papi Grandes (RES-2023-406 : Amusement License - Papi Grandes)


gate
MUSICAL STAGE
OUTDOOR
BAR
gate
KEY
= FENCE
= TABLES
PAPI GRANDE'S
INDOOR RESTAURANT

Brownson, Ashley

From: Scott Chamberlin
Sent: Friday, April 28, 2023 2:55 PM
To: Brownson, Ashley
Subject: Re: Amusement License-Papi Grandes

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.

No issues as long as servers are verifying the age of patrons purchasing alcohol.

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351

On Thu, Apr 27, 2023 at 9:37 AM Brownson, Ashley <abrownson@amherst.ny.us> wrote:
Please review the following application from Jimmy Spano, Papi Grandes, to hold events at 4276 Maple Rd. The events will be held from May 5, 2023 through October 21, 2023.

Please review and send any written comments back to me as soon as possible so we can place this on the earliest Town Board Agenda. Thank you for your cooperation.

Ashley Brownson
Town Clerk's Office
716-631-7021

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Wednesday, April 26, 2023 5:47 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 6

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.

Attachment: Papi Grandes (RES-2023-406 : Amusement License - Papi Grandes)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 27433 **RESOLUTION 2023-407** **ADOPTED**

New Firefighters for Getzville Fire Company

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

Jeff Wright
2115 Hopkins Rd
Getzville, NY 14068

Ryan Fremming
54 Miller Rd
Getzville, NY 14068

5/8/2023
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: JEFFREY WRIGHT

Applicant Home Address: 2115 HOPKINS RD, GETZVILLE, NY 14068

Under penalty of perjury I, JEFFREY WRIGHT affirm I am an applicant to be a member of the, GETZVILLE (fire dept.) and my address of residence is listed above.

☒ My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.

☐ My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

_____

Signature of Applicant: _____

I have verified the applicant's address or employment, where applicable, by examining their driver's license or other suitable document such as a utility bill, lease or pay stub.

Signature: _____

Title: Corporate Secretary

Date: 3/27/2023

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: wright residency (RES-2023-407 : New Firefighters for Getzville Fire Company)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: FREMMING RYAN THOMAS

Applicant Home Address: 54 MILLER RD, GETZVILLE NY 14068

Under penalty of perjury I, RYAN T FREMMING affirm I am an applicant to be a member of the, GETZUILLE (fire dept.) and my address of residence is listed above.

☑ My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.

☐ My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

_____

Signature of Applicant: [signature]

I have verified the applicant's address or employment, where applicable, by examining their driver's license or other suitable document such as a utility bill, lease or pay stub.

Signature: [signature]

Title: Corporate Secretary

Date: 3/23/2023

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: ryan fremming residency (RES-2023-407 : New Firefighters for Getzville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Assessor
Initiated by: **Emily Murphy**
Co-Sponsored by:

DOC ID: 27420 **RESOLUTION 2023-408** **ADOPTED**

Extension of GAR Contract #3930

Upon the recommendation of the Town Assessor, kindly adopt a resolution approving an extension of GAR Associates LLC contract #3930

The new contract is effective April 19, 2023 through April 18, 2025.

5/8/2023
Consent

FINANCIAL IMPACT:

Assessments

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: 05/08/23 07:00 PM
Department: Assessor
Initiated by: **Emily Murphy**
Co-Sponsored by:

DOC ID: 27421 **RESOLUTION 2023-409** **ADOPTED**

Extending Contract for Emminger Newton Pigeon & Magyar CRS #3934

Upon the recommendation of the Town of Amherst Assessor, kindly adopt a resolution approving an extension of Emminger, Newton, Pigeon & Magyar contract #3934.

The new contract is effective April 19, 2023 through April 18, 2025.

5/8/2023
Consent

FINANCIAL IMPACT:

Assessments

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: 05/08/23 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 27464 **RESOLUTION 2023-410** **ADOPTED**

2023 Capital Improvement Program Amendment - Upper Ellicott Creek & Channel Improvements, Project F-1

Please approve this amendment to the 2023-2028 CIP and add the funding to increase the budget by $600,000.

5/8/2023
Consent

FINANCIAL IMPACT:

Increase amount to $600,000

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

TOWN OF AMHERST

BUILDING 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

May 1, 2023
AGENDA – MAY 8, 2023

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

RE: **2023 Capital Improvement Program Amendment**
UPPER ELLICOTT CREEK & CHANNEL IMPROVEMENTS, PROJECT F-18 ***NEW***

Councilmembers:

PROJECT DESCRIPTION

- Project F-18 is a ***new*** project identified as "Upper Ellicott Creek & Channel Improvements," not previously identified in the 2023-2028 Capital Improvement Program.
- The project is new. The CIP budget will increase. Funding is pending approval.
- The funding source will be: General Account Bond
- The project provides engineering design services and capital work to activate water flow to the upper channel of the creek. This is Phase 1 of a Multi-Phase approach.

As such, we are requesting that the following project(s) be amended as follows:

CIP No.	Project Description	Allocations	Amend To
F-18	New Project: Upper Ellicott Creek & Channel Improvements	n/a	**2023** $ 600,000 LA

BUDGET INFO

Please approve this amendment to the 2023 CIP and assign the funding identified above. The above request increases the 2023 approved budget by $600,000.

Very truly yours,

Anne Dafchik, AIA
Architect, Town of Amherst Facilities

cc: Brian J. Kulpa, Supervisor
Councilmembers
Martin Polowy, Town Attorney
Daryl Bramer, Comptroller
Lynda Juul, Director of Finance

x:\- capital planning\cip forms\amendments\cip amendment 2023_new project f-18_upper ellicott creek.docx

Attachment: CIP Amendment 2023_NEW PROJECT F-18_Upper Ellicott Creek (RES-2023-410 : 2023 Capital Improvement Program Amendment

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 27470 **RESOLUTION 2023-411** **ADOPTED**

Budget Transfers and Amendments

For May 8, 2023 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 5/3/2023
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:***
N2057.4000 Senior Svcs Program $110,000.00 N2064.4000 Legal Aid Bureau $2,000.00 N2065.4000 Center for Elder & Law Center $2,674.00	N2072.4000 Public Infrastructure $94,674.00 N2066.4000 Meals on Wheels $20,000.00
To transfer funds per Department request.	
A1990.4000 Contingency $25,000	A1220.4040 Travel $25,000
To transfer funds for travel for special projects.	
T2023.4001 Rec Fees $90,000	T2023.9000 Interfund Transfer $90,000
To transfer funds from Rec Fees into KP2207 Rec Complex capital project.	
A7450.2150 Museum - Bldg. Improvements $7,300	A7450.4220 Buildings & Grounds $7,300
To transfer funds to cover the cost of removing dead trees.	
N2252.4003 Tonawanda Rental HOME $4,051.20	N2253.4003 Tonawanda HOME Admin $4,051.20
To transfer per Department request.	
KP2302.2750 Building Acquisition $24,409.65	KP2302.4972 Construction $24,409.65
To return unused closing cost balance to construction for KP2302 30 S. Cayuga Acquisition.	
KP2136.4972 Construction $19,169.58	KP2136.2150 $19,169.58
To transfers funds into KP2136 WPCF Building & Equipment project for CRS# 3935.	
A7145.1000 Recreation - Personal Services $27,517.46 A7145.8030 Recreation - FICA $2,105.09	A7260.1000 Personal Services $27,517.46 A7260.8030 FICA $2,105.09
To transfer salaries from Recreation to Northwest Amherst Community Center.	
A7145.4290 Recreation - Rec Equip. $580.40	A7145.9000 Interfund Transfers $580.40
To transfer funds into KP2137 Bedford Park Improvements project.	
A1345.4120 Finance - Training $679.00	A1345.2100 Furniture $575.00 A1345.2130 Computers $104.00
To transfer funds per Department request.	
N2041.4000 Amh HOME Closing $12,000.00 N2141.4000 Amh HOME Closing $18,000.00 N2241.4000 Amh HOME Closing $10,000.00	N2040.4000 Amh HOME Rehab $12,000.00 N2140.4000 Amh HOME Rehab $18,000.00 N2240.4000 Amh HOME Rehab $10,000.00
To transfer funds per Departments request.	

E9997.4070 Lighting - Utilities $324,248.54 E9997.9000 Interfund Transfers $324,248.54
To transfers funds into KP2201 Street Light Acquisition and Upgrades.

A5182.4070 HWY. Lighting - Utilities $42,744.46 A5182.9000 Interfund Transfers $42,744.46
To transfer funds into KP2202 Street Light Acquisition and Upgrades.

BUDGET AMENDMENTS - 2023

INCREASE: ***INCREASE:***

KP2207.05031 Interfund Transfer $90,000 KP2207.4972 Construction $90,000
To record a budget amendment for transfer of T2023 Rec Fees into KP2207 Rec Complex Project for construction costs overruns.

N2223.02785 CDBG & Vg. - PI $30.00 N2223.4000 Contractual $30.00
To recognize Community Development program income from 299 Harding, Williamsville.

KP2137.05031 Interfund Transfers $580.40 KP2137.4972 Construction $580.40
To record budget amendment for transfer from A7145.4290.

A7260.05001 NWACC - Refund of C/Y Exp. $19,047.01
A7260.1000 Personal Services $12,217.59
A7260.8030 FICA $868.57
A7260.4050 Mileage $86.77
A7260.8010 Retirement $1,605.02
A7260.8050 Health Insurance $4,075.18
A7260.8051 Dental $176.00
A7260.8052 Vision $17.88

A6773.05001 Nutrition - Refund of C/Y Exp. $6,662.02
A6773.1000 Personal Services $3,769.04
A6773.8030 FICA $263.31
A6773.8010 Retirement $495.14
A6773.8050 Health Insurance $2,037.59
A6773.8051 Dental $88.00
A6773.8051 Vision $8.94

A6776.05001 SOS - Refund of C/Y Exp. $3,059.94
A6776.1000 Personal Services $2,533.33
A6776.8030 FICA $193.81
A6776.8010 Retirement $332.80
To recognize refund of current year expense from CDBG funding for Northwest Amherst Community Center, Senior Center Nutrition, and Senior Outreach Services for the 1st quarter 2023.

KP2201.05031 Interfund Transfer $324,248.54 KP2201.2775 Street Light Acq. $324,248.54
To record interfund transfer from E9997 into KP2201 Street Light Acqusition and Upgrades.

KP2202.05031 Interfund Transfer $42,744.46 KP2202.2775 Street Light Acq. $42,744.46
To record interfund transfer from A5182 into KP2202 Street Light Acquistion and Upgrades.

5/8/2023
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: 05/08/23 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 27474 **RESOLUTION 2023-412** **ADOPTED**

Travel Policy

WHEREAS the Town of Amherst has a travel policy, and

WHEREAS the travel policy was last adopted April 18, 2005, and

NOW THEREFORE BE IT RESOLVED that the attached Travel Policy be adopted by the Town of Amherst.

5/8/2023
Consent

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

TOWN OF AMHERST
TRAVEL POLICY

General Policy

The Travel Policy of the Town of Amherst is to reimburse employees for legitimate and authorized Town Business expenses. Employees are expected to pay for personal expenses. The definition and application of business and personal expenses will be guided by common sense.

Application of General Policy

- Travel should be minimized and to/from locations required to conduct town business. When travel is required by the Town, it is a business expense, the costs for which will be reimbursed.

- This policy applies to all employees of the Town of Amherst, both elected and nonelected.

Request for Travel Approval and Documentation

Travel in New York State under $750:

Travel within New York State for official Town Business requires Department Head approval for total costs under $750. For total costs over $750 it will require Town Board approval.

A Department Head must not approve travel unless adequate funds are available in the department's budget. A *travel expense approval / reimbursement form* must be turned in with appropriate backup with payroll for reimbursement.

Travel in New York State $750 and over and out of New York State Travel:
Travel in New York State $750 and over or travel out of New York State requires Town Board Approval. *A travel expense approval / reimbursement form* must be submitted to the Town Clerk in time to be included on a Town Board agenda prior to the travel-occurring.

Department Head approval is required prior to submission to the Town Board and adequate funds must be available in the department's budget.

Employee(s) name and dates of travel may be redacted for Town Board approval purposes due to personal privacy concerns.

When circumstances arise that do not allow approval by the Town Board prior to the travel occurring, the department head must notify the Town board in writing prior to traveling and must then have the Board approve the travel retroactively at the soonest Board meeting following the travel. The department head must clearly state the reason the travel was not able to be approved

Attachment: Travel Policy 5.8.2023 (RES-2023-412 : Travel Policy)

in advance and must have notified the board in writing prior to the travel. This exception should not be perceived as an opportunity to circumvent the Town Board approval process and should only be used for true emergency type travel. It is not to be used as a solution to poor planning by any department.

A *travel expense approval / reimbursement form* must be turned in with appropriate backup with payroll for reimbursement.

Transportation

Employees must use the most economical and efficient transportation available under the circumstances.

- Air travel must be at tourist or coach fares. The employee is obliged to plan their trip far enough in advance to take advantage of all available discounts.
- Charges for checked baggage and/or carryon will be reimbursed.
- Rail or Bus travel must be by coach fare. For overnight train travel, roomette costs are reimbursable.
- Town vehicles should be used when available, actual fuel, tolls, and parking expenses will be reimbursed.
- For Personal vehicles, reimbursement will be at the current mileage rate, as set annually by the Town Board. Actual toll and parking expenses will be reimbursed.
- Reimbursement for automobile rental will only be provided when such travel is the least cost alternative, is the only mode of transportation available, or eliminated substantial delays, or where such rental allows for group travel.
- The use of a travel agent and/or the Internet is allowable methods of obtaining the lowest cost alternatives for travel and accommodations. Use of a Town of Amherst purchasing card by authorized cardholders to pay for travel expenses is approved, subject to the purchasing card required procedures.

Meals and Lodging

- Employees should stay at a hotel/motel which provides a government rate whenever possible. The employee should use NYS Form ST-129 Exemption Certificate, tax on occupancy of hotel or motel rooms when paying for lodging within New York State. NYS Form ST-129 is available on the Town of Amherst's Intranet and NYS Department of Taxation and Finance website.

Attachment: Travel Policy 5.8.2023 (RES-2023-412 : Travel Policy)

- If a room is shared with someone not on Town Business reimbursement will be limited to the single occupancy rate.

- The Town will reimburse actual lodging expenses up to the Maximum Federal Per-Diem Rates set by the IRS each year for the period October 1 through September 30. The Town of Amherst will use the rates starting in October for the entire subsequent calendar year. These rates vary and are based upon the costs for the destination of the travel. (These rates are the maximum per-diem rates that can be used without treating part of the per-diem allowance as wages for tax purposes.)

  A link to the appropriate per-diem information is available on the Town of Amherst Intranet under policies and procedures and U.S. General Services Administration website.

- Exception to the per-diem lodging rate: Rooms for conference participants are often available at the hotel where the conference is held. Attendees benefit from the convenience of staying at the same location as the conference. Additional travel and parking costs are eliminated or reduced when staying at the conference site. In this case, the actual lodging expense will be reimbursed even when it exceeds the per-diem rate. An itemized receipt is required to receive reimbursement for lodging.

- Employees are required to limit meal expenses to the Maximum Federal Per-Diem Rates set by the IRS each year for the period October 1 through September 30. The Town will use the rates starting in October for the entire subsequent calendar year. These rates vary and are based upon the costs for the destination of the travel. (These rates are the maximum per-diem rate that can be used without treating part of the per-diem allowance as wages for tax purposes.)

  A link to the appropriate per-diem information will be available on the Town of Amherst Intranet under policies and procedures and U.S. General Services Administration website.

  Receipts are not required to be submitted in order to receive the per-diem reimbursement for meal expenses.

- There will be no reimbursement for alcoholic beverages.

- Employees are entitled to be reimbursed for some meals while traveling on Town Business. Any meals included in a convention or seminar registration fee will not be reimbursed. Reimbursement for breakfast is limited to overnight trips.

- Lunch expenses (up to the IRS per-diem) will be reimbursed for local all-day seminars if lunch is not included in the seminar fee.

Registration and Conference Fees

Attachment: Travel Policy 5.8.2023 (RES-2023-412 : Travel Policy)

A copy of a function registration form or receipt must be submitted with the Travel Expense Form.

Other Expenses

This policy cannot anticipate all circumstances which might need to be addressed. In all cases, common sense and the best interests of the Town must be the overriding guideline.

The Town will not reimburse for the following expenses:

Alcoholic Beverages
Travel Insurance
Individuals not authorized to travel
Personal Expenses such as tickets to a theatrical or sporting events, in-room movies, reading material etc.

Cash Advances

Cash advances are not allowed.

Documentation

All expenses must be documented in accordance with procedures. The documentation requirements are consistent with sound business practices and Federal Tax Regulations. The Town will reimburse only these expenses based upon proper evidence of expense, which would normally be a receipt of payment. The information requirements for each expenditure or group of expenditures are:

1. Amount;
2. Date and place of travel
3. Business purpose; and
4. The expenses must be broken down into such categories as transportation, meals, lodging, and other business expenditures.
5. Vendor receipts for all expenditures other than the meals per-diem.(tear off tabs are not acceptable).

Reimbursement will require submission of a properly approved *travel expense approval / reimbursement form* with appropriate backup with payroll for reimbursement.

Approvals

Formal signature approval is required for expense reimbursement. The approver must be the employee's Department Head. The approval authority cannot be delegated.

Attachment: Travel Policy 5.8.2023 (RES-2023-412 : Travel Policy)

Override

In those rare situations when an override to the Town Travel Policy is considered necessary, the Department Head must submit a request to the Town Board for approval.

Attachment: Travel Policy 5.8.2023 (RES-2023-412 : Travel Policy)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27351 **RESOLUTION 2023-413** **ADOPTED**

Extend Bid #2021019 Vehicle Service & Parts CRS #3972 & 3995

WHEREAS, Delacy Ford (CRS #3972/Orig. CRS #2774) and Joe Basil Chevrolet (CRS #3995/Orig. CRS #2788) have agreed to extend their contracts for Bid #2021019 for Vehicle Service & Parts;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with DeLacy Ford and Joe Basil Chevrolet for the period July 26, 2023 through July 25, 2025; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extensions with Delacy Ford and Joe Basil Chevrolet.

5/8/2023
Consent

FINANCIAL IMPACT:

Town Wide - Various Accounts - TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Deborah Bruch Bucki, RN, PhD

COUNCILMEMBERS
Jacqualine Berger
Shawn Lavin
Michael Szukala

CONTRACT EXTENSION

Delacy Ford, Inc. agrees to hold prices and extend the current contract with the Town of Amherst for Bid #2021019 (Original CRS #2774) for Vehicle Service and parts.

This contract will be extended for a two-year term from July 26, 2023 through July 25, 2025.

SIGNED:

Vendor
Peter Delacy
DATED
3/30/23

Brian J. Kulpa, Supervisor
Town of Amherst

DATED

Attachment: Signed contract extension Delacy Ford (RES-2023-413 : Extend Bid #2021019 Vehicle Service & Parts CRS #3972 & 3995)

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Deborah Bruch Bucki, RN, PhD

COUNCILMEMBERS
Jacqualine Berger
Shawn Lavin
Michael Szukala

EXTENSION AGREEMENT

Joe Basil Chevrolet, Inc. agrees to hold prices and extend the current contract with the Town of Amherst for Bid #2021019 (Original CRS #2788) for Vehicle Service and parts.

This contract will be extended for a two-year term from July 26, 2023 through July 25, 2025.

SIGNED: Michael Walter

Joe Basil Chevrolet
Vendor

DATED 3-30-2023

Brian J. Kulpa, Supervisor
Town of Amherst

DATED

Attachment: Signed contract extension Joe Basil Chevrolet (RES-2023-413 : Extend Bid #2021019 Vehicle Service & Parts CRS #3972 & 3995)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27370 **RESOLUTION 2023-414** **ADOPTED**

Award Bid #2023010 Pump Parts & Repair CRS #3975

WHEREAS, the Contract Compliance and Administration Department received bids on March 23, 2023 for Bid #2023010 Pump Parts and Repair; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Xylem Dewatering (CRS #3975) as outlined on the attached bid tabulation form; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Xylem Dewatering.

5/8/2023
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2023010 - Pump Parts and Repair				
	Low Bid			Xylem Dewatering
Item No.	Qty.	U/M	CATALOG NO/DESCRIPTION	% Discount Manfacturer's List
			HIGH PRESSURE SEWER CLEANER PUMPS & PARTS	
			FMC Pump Models:	
			L1616 / M06 (Sewer Cleaners E60 & E67)	
1a	1500	Dollars	Filters and Parts	
1b	1500	Dollars	Suction & Discharge Hoses, Fittings, Couplers & Adaptors	
			General Pump Models:	
			MS Series / TS2021 / MWS Series and Required Pressure Relief Valves (AquaTech Sewer Cleaners)	
2a	1500	Dollars	Filters and Parts	
2b	1500	Dollars	Suction & Discharge Hoses, Fittings, Couplers & Adaptors	
2c	500	Dollars	MS to MW Adapter Price Request: Rail Kit # A384025	
2d	1000	Dollars	Baird Pressure Relief Valve Part #780-7801-1-MP-B	
			Giant Pump Models:	
			GP7655ARGBHS-24-MC and Required Pressure Relief Valves (Sewer Equip. Co. 800-HPR-ECO)	
3a	1500	Dollars	Filters and Parts	
3b	1500	Dollars	Suction & Discharge Hoses, Fittings, Couplers & Adaptors	
			TRASH AND UTILITY PUMPS & PARTS	
			Godwin Pump Models:	
			Dri-Prime CD250M / CD103M / CD150M	
			GTP-50HX with Honda GX160 Engine (2” Trash)	
4a	4000	Dollars	Filters and Parts	12%
4b	4000	Dollars	Suction & Discharge Hoses, Fittings, Couplers & Adaptors	12%
4c	20	Hours	Hourly Labor Rate for in-shop repairs to Godwin Pumps	$140.00
			Gorman/Rupp Models:	
			14A2-VH4D S/G (4” Trash)	
			T6A3-F4L-SP (6” Silent)	
			12D-GX160 with Honda GX160 Engine (2” Trash)	
			82A1-9 with 3.5HP Briggs & Stratton Engine (2” Utility)	
5a	1000	Dollars	Filters and Parts	
5b	1000	Dollars	Suction & Discharge Hoses, Fittings, Couplers & Adaptors	
5c	10	Hours	Hourly Labor Rate for in-shop repairs to Gorman Rupp Pumps	

Attachment: Bid Tab 2023010 Pump Parts & Repair (RES-2023-414 : Award Bid #2023010 Pump Parts & Repair CRS #3975)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27397 **RESOLUTION 2023-415** **ADOPTED**

Award Mini Bid 13002 - (2) Chevrolet Pick Up Trucks - Highway Department - CRS #3999

WHEREAS, the Contract Compliance and Administration Department received bids on April 7, 2023 for (2) Chevrolet 1500 Crew Cab Pick Up Trucks for the Highway Department; and

WHEREAS, the mini bid process resulted in responses from two (2) vendors as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the contract to West Herr Automotive dba East Syracuse Chevrolet; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with West Herr Automotive dba East Syracuse Chevrolet.

5/8/2023
Consent

FINANCIAL IMPACT:

KP2223-2250 - $94,710.36

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

Rank	Name	Model Year	Make	Model & Trim Level	Total Number of Vehicl	NYS Price for Vehicle	Phase
1	East Syracuse Chevy	2023	CHEVROLET	SILVERADO CUSTOM T	1	$47,355.18	Evaluation
1	East Syracuse Chevy	2023	CHEVROLET	SILVERADO CUSTOM T	1	$47,355.18	Evaluation
3	Chevrolet of Smithtown	2023	Chevrolet	Silverado 1500 Crew	1	$51,767.76	Evaluation
3	Chevrolet of Smithtown	2023	Chevrolet	Silverado 1500 Crew	1	$51,767.76	Evaluation

Attachment: 13002 Mini Bid (2) Chevrolet 1500 Crew Cab 4x4 - TOA - Compare & Select (RES-2023-415 :

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27422 **RESOLUTION 2023-416** **ADOPTED**

Award Bid #2023013 Town Wide Sprinkler Inspection and Service - CRS #4007

WHEREAS, the Contract Compliance and Administration Department received bids on April 13, 2023 for Town Wide Sprinkler Inspection and Service; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Davis Ulmer Fire Protection; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Davis Ulmer Fire Protection.

5/8/2023
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

Bid #2023013 Sprinkler Inspection and Service									
Low Bidder				All State Fire & Safety		Davis Ulmer Fire Protection		Allied Fire Protection	
			Vendor Name:						
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
			Sprinkler Inspection						
1	1	YEAR	Amherst Police HQ	$1,449.00	$1,449.00	$800.00	$800.00	$2,032.00	$2,032.00
2	1	YEAR	Amherst Police Training Facility	$1,649.00	$1,649.00	$960.00	$960.00	$2,032.00	$2,032.00
3	1	YEAR	Amherst Court	$895.00	$895.00	$960.00	$960.00	$1,270.00	$1,270.00
4	1	YEAR	Northtown Center	$2,295.00	$2,295.00	$1,200.00	$1,200.00	$2,032.00	$2,032.00
5	1	YEAR	North Amherst Recreation Center	$1,395.00	$1,395.00	$900.00	$900.00	$2,032.00	$2,032.00
6	1	YEAR	Highway Dept. (Main Bldg. & Pole Barn)	$2,649.00	$2,649.00	$1,420.00	$1,420.00	$2,032.00	$2,032.00
7	1	YEAR	Engineering Dept. (Main Bldg. & Garage)	$1,395.00	$1,395.00	$900.00	$900.00	$2,032.00	$2,032.00
8	1	YEAR	Buffalo Niagara Heritage Village (Shaw Bldg.)	$1,395.00	$1,395.00	$900.00	$900.00	$2,032.00	$2,032.00
9	1	YEAR	Audubon Golf Clubhouse (Kitchen)	$849.00	$849.00	$800.00	$800.00	$2,032.00	$2,032.00
10	1	YEAR	Williamsville Youth & Family Center (WYFC)	$1,049.00	$1,049.00	$900.00	$900.00	$2,032.00	$2,032.00
11	1	YEAR	Harlem Road Community Center	$1,095.00	$1,095.00	$980.00	$980.00	$2,540.00	$2,540.00
12	1	YEAR	Amherst Senior Center	$1,395.00	$1,395.00	$900.00	$900.00	$2,032.00	$2,032.00
13	1	YEAR	Audubon Public Library	$1,395.00	$1,395.00	$980.00	$980.00	$2,032.00	$2,032.00
			Fire Sprinkler System Repair & Modification						
14	1	Per Hour	Standard Hourly Rate (Prevailing Wage) Normal Hours, Monday thru Friday, 7:30 am to 5:30 pm	$155.56	$155.56	$140.00	$140.00	$127.00	$127.00
15	1	Per Hour	Overtime Hourly Rate (Prevailing Wage) Overtime Hours Monday thru Friday 5:31 pm to 7:29 am, Anytime Saturdays, Sundays and Federal Holidays	$199.74	$199.74	$280.00	$280.00	$194.00	$194.00
16	1	Per Hour	Off-site Hourly Rate (Non-Prevailing Wage) Includes any hours not on-site (parts, pickup, etc.)	$125.00	$125.00	$120.00	$120.00	$95.00	$95.00

Attachment: Bid Analysis 2023013 Sprinkler Inspection and Service (RES-2023-416 : Award Bid #2023013

Bid #2023013 Sprinkler Inspection and Service									
Low Bidder				All State Fire & Safety		Davis Ulmer Fire Protection		Allied Fire Protection	
17		2500	Materials/Parts - Cost Plus Rate All parts and materials used for sprinkler modifications to be billed at supplier's invoice plus markup percentage	15%	$2,875.00	25%	$3,125.00	20%	$3,000.00
			Additional Inspection Services						
18	1	As Needed	5 Year Obstruction Inspection	$595.00	$595.00	$850.00	$850.00	$762.00	$762.00
19	1	As Needed	5 Year Hose Pressure Testing (Dry System)	$595.00	$595.00	$850.00	$850.00	$508.00	$508.00
20	1	As Needed	3 Year Air Leakage Test (Dry System)	$595.00	$595.00	$575.00	$575.00	$508.00	$508.00
21	1	As Needed	Annual Trip Test	$995.00	$995.00	Included with inspection price	Included with inspection price	Included with inspection price	Included with inspection price
22	1	As Needed	Fire Hydrant Inspection / Testing	$125.00	$125.00	$260.00	$260.00	$140.00	$140.00
			TOTAL		**$25,165.30**		**$18,800.00**		**$31,496.00**
			No Additional Charges Will Be Allowed						

NOTES:

Davis Ulmer: Item #15: M-F, Sat. $210; Sun. Hol. $280

Allied Fire Protection: Item #15: Sat & Sun $159; Federal Holidays $194; Total cost column was unit cost multiplied by 4, except for Item #3, for Town Court, which was multiplied by 2.+A18:L38A3A1:J38

Attachment: Bid Analysis 2023013 Sprinkler Inspection and Service (RES-2023-416 : Award Bid #2023013

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27427 **RESOLUTION 2023-417** **ADOPTED**

Award Bid #2023008 Sports Field Materials - CRS #4013, 4014, 4015 & 4016

WHEREAS, the Contract Compliance and Administration Department opened Bid #2023008 Sports Field Materials on March 9, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Professional Turf Services, Seedway LLC, Andre & Son and Site One Landscape Supply, as indicated on the bid tabulation form; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with Professional Turf Services, Seedway LLC, Andre & Son and Site One Landscape Supply; and

BE IT FURTHER RESOLVED, that approval is subject to successful completion of the Contract Routing System due to the fact the market is volatile and current suppliers cannot hold their current pricing.

5/8/2023
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2023008 Sports Field Materials

			Andre & Son			Seedway LLC			Professional Turf Services			Site One		
	Low Bidder	Requested Quantity	Unit Price	Packaging Info. (i.e. gal, pack of 4, etc.)	TOTAL	Unit Price	Packaging Info. (i.e. gal, pack of 4, etc.)	TOTAL	Unit Price	Packaging Info. (i.e. gal, pack of 4, etc.)	TOTAL	Unit Price	Packaging Info. (i.e. gal, pack of 4, etc.)	TOTAL
	ADJUVANTS													
1	Non-Ionic Spreader Sticker	Case size: 2x2.5 gallon	$56.00	Windsurf Pro 2.5 gal.	$112.00	No Bid		No Bid	$246.00	2x2.5 gal.	$246.00	$69.08	2.5 gal.	$138.16
2	Floratine FP 747	Case size: 2x2.5 gallon	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$23.17	1 g Lesco Conform	$115.85
3	Penetrating/Retentionary Wetting Agent	2.5 gallon container	$125.00	Aqua Aid 2x2.5 gal.	$62.50	No Bid		No Bid	$376.00	2x2.5 gal.	$188.00	$211.34	2.5 gal. Tournament Ready Soil surfactant	$211.34
4	Blue Spray Dye	Case Size: 4x1 gallon	$240.00	Turf Marker Blue 4x1 gal.	$240.00	No Bid		No Bid	$247.00	4x1 gal.	$247.00	$53.98	2.5 gal. Thacker Spray Dye Blue	$86.37
	FERTILIZERS													
5	Granular Fertilizer, 36% Mg. 100 sgn	50 lb. bags	No Bid		No Bid	No Bid		No Bid	$48.00	50 lb bag	$48.00	No Bid		No Bid
6	Granusol Sucrate Micronutrients	50 lb. bags	No Bid		No Bid	No Bid		No Bid	$69.00	50 lb bag	$69.00	No Bid		No Bid
7	Water Soluable Micronutrient Mix	5.5 lb. package	No Bid		No Bid	No Bid		No Bid	$38.00	5.5 lb bag	$38.00	$25.97	*2.5 gal. Lesco Chelated Micro	$57.13
8	Custom Blended Sports Turf Fertilizer	50 lb. bags	$17.00	15-0-4 w/XCU & Organic	$17.00	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
9	Sul-Po-Mag (0-0-22)	50 lb. bags	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$57.94	50 lb Lesco 0-0-22E 100% KMAG	$57.94
10	High Ca Micro Prilled Lime, 100 sgn	50 lb. bags	No Bid		No Bid	No Bid		No Bid	$28.50	50 lb bag	$28.50	$10.78	50 lb Micro pelleted calcitic	$10.78
11	Tiger 90CR Sulphur	50 lb. bags	$27.10	Tiger Sulphur 90	$27.10	No Bid		No Bid	No Bid		No Bid	$22.12	50 lb.	$22.12
12	Starter Fertilizer 14-31-14	50 lb. bags	$28.00	Turf King 19-26-5 w/XCU, Fe & SOP	$28.00	No Bid		No Bid	$29.00	50 lb bag	$29.00	$37.06	50 lb. Lesco 18-24-12	$37.06
13	Granular Fertilizer 20-0-25	50 lb. bags	$41.00	Turf King 23-0-20 w/MU, & SOP-SGN 150	$41.00	No Bid		No Bid	$67.00	50 lb bag	$67.00	$64.70	50 lb.	$64.70
14	Triple Superphosphate Micro-prilled	50 lb. bags	No Bid		No Bid	No Bid		No Bid	$48.00	50 lb bag	$48.00	No Bid		No Bid
15	Sulphate of Potash Turf Blend Green Grade 0-50-0 SOP	50 lb. bags	$36.40	Turf King 0-0-50 SOP-SGN 150	$36.40	No Bid		No Bid	$39.00	50 lb bag	$39.00	$34.05	50 lb. Lesco 0-0-50 Elite	$34.05
16	Granular Fertilizer 16-0-8	40 lb. bags	$21.40	Turf King 21-0-5 w/50% XCU Fe & Organic	$21.40	No Bid		No Bid	$46.00	40 lb bag	$46.00	$39.50	40 lb.	$39.50
17	KNIFE PLUS 12-0-0+6 Fe	Case Size: 2x2.5 gallon	$99.00	Plant Food 12-0-0 2x2.5 gal.	$99.00	No Bid		No Bid	$264.00	2x2.5 gal.	$264.00	$40.66	2.5 gal. Brandt Supreme Green	$81.32
18	Floratine, Largo	Case Size: 2x2.5 gallon	No Bid		No Bid	No Bid		No Bid	$252.00	2x2.5 gal.	$252.00	No Bid		No Bid
19	Liquid Fertilizer 10-0-10	15 gallon containers	$115.00	Plant Food 10-10-10 2x2.5 gal.	$345.00	No Bid		No Bid	$10.50	per gal.	$157.50	$37.34	2.5 gal. Lesco 2.5 g Green Flo 12-0-12	$224.04
20	Liquid Fertilizer (contains Phosphite)	2x2.5 gallon	No Bid		No Bid	No Bid		No Bid	$271.00	2x2.5 gal.	$271.00	$116.17	2.5 gal. Brandt 0-0-25	$232.34
	FUNGICIDES													
21	ECHO 720	2x2.5 gallon	$155.00	CLT720 2x2.5 gal.	$155.00	No Bid		No Bid	$169.00	2x2.5 gal.	$169.00	$92.54	2.5 gal. Lesco Maniaire 6FI	$185.08
22	EMERALD	Case Size: 10x0.49 lb.	$1,187.40	Emerald 10x.49 lb.	$1,187.40	No Bid		No Bid	No Bid		No Bid	$118.74	Emerald A (Agency Item) .49/lb.	$1,187.40
23	HERITAGE	1 lb. bottle	$125.00	Strobe 1 lb.	$125.00	No Bid		No Bid	No Bid		No Bid	$378.00	Heritage A (Agency Item) 1 lb.	$378.00
24	INSTRATA	Case Size: 2x2.5 gallon	$945.00	Instrata 2x2.5 gal.	$945.00	No Bid		No Bid	No Bid		No Bid	$470.00	Instrata A (Agency Item) 2.5 gal.	$940.00
25	IPRODIONE	Case Size: 2x2.5 gallon	$345.00	Ipro 2 x2.5 gal.	$345.00	No Bid		No Bid	$371.00	2x2.5 gal.	$371.00	$198.43	2.5 gal. Lesco 18 Plus	$396.86
26	ProPensity 1.3 ME	Case Size: 2x2.5 gallon	$390.00	Strider 2x2.5 gal.	$390.00	No Bid		No Bid	No Bid		No Bid	$179.38	2.5 gal. Auslipro	$358.76
27	ProStar 70 WP	Case Size: 10x1 lb.	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
28	Tee - Off	Case Size: 2x2.5 gallon	$305.00	TM 4.5 2x2.5 gal.	$305.00	No Bid		No Bid	$305.00	2x2.5 gal.	$305.00	$121.55	2.5 gal. Lesco T-Storm	$243.10
	GROWTH REGULATORS													
29	GROOM PGR	Case Size: 2x1 gallon	$130.00	T-Nex 1 gal.	$260.00	No Bid		No Bid	$250.00	2x1 gal.	$250.00	$118.27	1 gal. Tnex PGR	$236.54

Attachment: Bid Tab 2023008 Sports Field Materials - Rev (RES-2023-417 : Award Bid #2023008 Sports

			Andre & Son			Seedway LLC			Professional Turf Services			Site One		
	Low Bidder	Requested Quantity	Unit Price	Packaging Info. (i.e. gal, pack of 4, etc.)	TOTAL	Unit Price	Packaging Info. (i.e. gal, pack of 4, etc.)	TOTAL	Unit Price	Packaging Info. (i.e. gal, pack of 4, etc.)	TOTAL	Unit Price	Packaging Info. (i.e. gal, pack of 4, etc.)	TOTAL
	HERBICIDES													
30	Roundup QuikPro	6.8 lb. bottle	$135.00	QuickPro 6.8 lb.	$135.00	No Bid		No Bid	No Bid		No Bid	$169.27	6.8 lb.	$169.27
31	PENDulum AquaCap	Case Size: 2x2.5 gallons	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$160.16	2.5 gal.	$320.32
32	Fertilizer with DIMENSION	50 lbs. bags	$25.60	18-0-4 w/20% XCU & 125 Dimension	$25.60	No Bid		No Bid	No Bid		No Bid	$24.89	50 lb. Lesco Dimension 13-0-0	$24.89
33	Fertilizer with LockUP	40 lbs. bags	$25.10	19-0-6 w/40% XCU & Escalade	$25.10	No Bid		No Bid	$39.00	40 lb bag	$39.00	$36.34	50 lb. Lesco Lockup 18-0-4	$29.07
34	Broadleaf Herbicide Flowable	Case Size: 2x2.5 gallon	$506.00	Speedzone 2x2.5 gal.	$506.00	No Bid		No Bid	No Bid		No Bid	$90.76	2.5 gal. Lesco Three Way	$181.52
	INSECTICIDES													
35	ACELEPRYN	Case Size: 4x0.5 gallon	$1,137.50	Acelepryn .5 gal.	$4,550.00	No Bid		No Bid	No Bid		No Bid	$1,137.50	64 oz. Acelepryn A (Agency Item)	$4,550.00
36	Granular Insecticide (Bifenthrin)	50 lbs. bags	$14.90	0-0-7 w/.069 Bifenthrin	$14.90	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid
37	Flowable Insecticide (Bifenthrin)	Case Size: 4x1 gallon	$189.00	Bifenthrin 4x1 gal.	$189.00	No Bid		No Bid	No Bid		No Bid	$52.64	1 gal. Bifenthrin 7.9 F	$210.56
38	Carbaryl 4L	Case Size: 2x2.5 gallon	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$148.32	2.5 gal. Lesco Sevin SL	$296.64
	SEED													
39	Bluegrass Blend	50 lbs. bags	$171.30	Turf King Tri-Blue 3 way Sports Blend	$171.30	$2.34	50 lb. bag	$117.00	No Bid		No Bid	$170.64	50 lb. Lesco Quality Blue Seed	$170.64
40	Penn Mulch	50 lbs. bags	$18.90	PennMulch 40 lb.	$23.63	No Bid		No Bid	$34.00	40 lb bag	$42.50	$25.94	50 lb. Lesco Seed Starter 3 Mulch	$25.94
41	Ryegrass Blend	50 lbs. bags	$138.00	Turf King Tri-Rye GLS	$138.00	$2.12	50 lb. bag	$106.00	$139.00	50 lb bag	$139.00	$128.54	50 lb. Lesco Double Eagle	$128.54
42	Turf Type Tall Fescue Blend	50 lbs. bags	$125.10	Turf King TriTail 3 wat TTTF	$125.10	$2.16	50 lb. bag	$108.00	$166.00	50 lb bag	$166.00	$117.83	50 lb. Lesco All Pro	$117.83
	TOPDRESSING MATERIAL/SAND/SOIL													
43	Athletic Field Topdressing Sand	Per ton	No Bid		No Bid	No Bid		No Bid	$42.20	33 Tons	$1,392.60	No Bid		No Bid
44	Bioretention and Dry Swale Blend	Per ton	No Bid		No Bid	No Bid		No Bid	$46.75	33 Tons	$1,542.75	No Bid		No Bid
	MISCELLANEOUS													
45	Soil Testing	per sample	No Bid		No Bid	No Bid		No Bid	$20.00	per sample	$20.00	$21.43		$21.43
46	Spray Tank Defoamer	1 gallon	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$6.71	16 oz. Lesco Recede	$53.68
47	Spray Foam Indicator	1 gallon	No Bid		No Bid	No Bid		No Bid	No Bid		No Bid	$33.09	1 gal. Lesco Foam	$33.09

NOTES:

Seedway LLC - Confirmed pricing with vendor as prices were shifted down one row. Liine 41 price is $2.12, and line 42 price is $2.16

Site One - *1 gallon = 8.34 pounds, this offering is liquid form (Lesco Chelated Micro) not water soluable form.

Item #12 Andre & Son's offering does not meet chemical analysis.

Item #13 Andre & Son's offering does not meet chemical analysis.

Item #16 Andre & Son's offering does not meet chemical analysis.

Item #22 Andre & Son's offering does not meet chemical analysis.

Item #33 Andre & Son's offering does not meet chemical analysis.

Attachment: Bid Tab 2023008 Sports Field Materials - Rev (RES-2023-417 : Award Bid #2023008 Sports

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27445 **RESOLUTION 2023-418** **ADOPTED**

Award Bid #2023015 Cable Work at Northwest Amherst Community Center - CRS #4024

WHEREAS, the Contract Compliance and Administration Department received bids on April 27, 2023 for Bid #2023015 Cable Work - Northwest Amherst Community Center; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Working Knowledge LLC (CRS #4024) as outlined on the attached bid tabulation form; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Working Knowledge LLC; and

BE IT FURTHER RESOLVED, that approval is subject to successful completion of the Contract Routing System due to the fact that work needs to begin as soon as possible to meet CDBG constraints.

5/8/2023
Consent

FINANCIAL IMPACT:

N20-68.4000; NTE $37,500

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

Bid #2023015 Cable Work - Northwest Amherst Community Center													
Low Bidder													
			Vendor Name:	Advanced Cabling & Surveillance		Adirondack Techs		Garnet Technology Solutions		Working Knowledge		Working Knowled Negotiated	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total I
1a	0	Per Run	Cat 6 Cable run – 50 ft. or less	$280.00	$0.00	$150.00	$0.00	$400.00	$0.00		$0.00	$349.00	$
1b	12	Per Run	Cat 6 Cable run – 51 ft - 100 ft.	$415.00	$4,980.00	$300.00	$3,600.00	$416.50	$4,998.00	$349.00	$4,188.00	$349.00	$4,18
1c	29	Per Run	Cat 6 Cable run – 101 ft. - 150 ft.	$550.00	$15,950.00	$450.00	$13,050.00	$437.75	$12,694.75	$349.00	$10,121.00	$349.00	$10,12
1d	31	Per Run	Cat 6 Cable run – 151 ft. - 200 ft.	$685.00	$21,235.00	$600.00	$18,600.00	$459.00	$14,229.00	$349.00	$10,819.00	$349.00	$10,81
1e	10	Per Run	Cat 6 Cable run – 201 ft. - 250 ft.	$800.00	$8,000.00	$750.00	$7,500.00	$469.75	$4,697.50	$349.00	$3,490.00	$349.00	$3,49
1f	0	Per Run	Cat 6 Cable run – 251 ft. - 300 ft.	$1,005.00	$0.00	$900.00	$0.00	$484.00	$0.00		$0.00	$349.00	$
2	3	Per Run	Multi-Mode fiber run – 100 Meters.	$433.33	$1,299.99		$0.00	$455.00	$1,365.00	$637.00	$1,911.00	$637.00	$1,91
3	400	Per Foot	Conduit	$15.00	$6,000.00		$0.00	$13.37	$5,348.00	$2.70	$1,080.00	$2.70	$1,08
4	1	Rental	Lift Rental	$600.00	$600.00		$0.00	$898.00	$898.00	$475.00	$475.00	$475.00	$47
5	1	Unit	Dmark Extension	$750.00	$750.00		$0.00	$484.00	$484.00	$349.00	$349.00	$349.00	$34
			Warranty:		1 year		1 year		N/A		25 year		25 ye
					$58,814.99				$44,714.25		$32,433.00		$32,43

NOTES:

Advanced Cabling & Surveillance: Item #2 - Note says 3 pair, 1 cable. Warranty: 1 year parts & labor.

Adirondack Techs - Did not submit pricing on new pricing sheet contained in Addendum. Pricing is incomplete.

Garnet Technology Solutions - did not fill in Warranty line.

Working Knowledge - Did not bid Line 1a and Line 1f. Noted on Line 5 CAT6. Warranty: 25 years.

Attachment: Bid Tab 2023015 Cable Work Northwest Amherst Community Center (RES-2023-418 : Award

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27446 **RESOLUTION 2023-419** **ADOPTED**

Piggyback Contract for Town Wide Uniform Rental - CRS #4025

WHEREAS, the Contract Compliance and Administration Department is requesting approval to piggyback on Omnia Partners contract R-BB-19002 Facilities Management Products and Solutions with Cintas Corporation for Uniform Rental;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the piggyback contract with Cintas Corporation; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the current contract expires on May 18, 2023.

5/8/2023
Consent

FINANCIAL IMPACT:

Town-Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Deborah Bruch Bucki, RN, PhD

COUNCILMEMBERS
Shawn Lavin
Michael Szukala
Jacqualine Berger

AGREEMENT

Let this document stand as an Agreement between Cintas and the Town of Amherst permitting the Town of Amherst to participate in the purchase of Uniform Rentals under OMNIA Contract R-BB-19002 for the period from May 18, 2023 thru October 31, 2027.

Agreed to and Accepted by:

CINTAS

By: _____
Signature

_____
Printed name

_____
Title

Date: _____

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Cintas Piggyback Agreement 1 (RES-2023-419 : Piggyback Contract for Town Wide Uniform Rental - CRS #4025)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27510 **RESOLUTION 2023-420** **ADOPTED**

Award Bid #2023011 Town Wide Collision Repair - CRS #4037, 4038 & 4039

WHEREAS, the Contract Compliance and Administration Department opened Bid #2023011 Town Wide Collision on April 20, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Delacy Ford, Joe Basil Chevrolet, and United Auto Group of WNY, Inc., dba Auto Collision & Glass as indicated on the bid tabulation form; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with Delacy Ford, Joe Basil Chevrolet and United Auto Group of WNY dba Auto Collision & Glass; and

BE IT FURTHER RESOLVED, that approval is subject to successful completion of the Contract Routing System due to the fact that the current contract expires on May 14, 2023.

5/8/2023
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2023011 Town Wide Collision Repair									
Low Bidder									
			Vendor Name:	Delacy Ford		Joe Basil Chevrolet		United Auto Group	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	12	Hour	Labor Rate Per Hour – Body Labor & Repair	$51.00	$612.00	$45.00	$540.00	$40.00	$480.00
2	3.4	Hour	Labor Rate Per Hour – Paint Labor	$51.00	$173.40	$45.00	$153.00	$40.00	$136.00
3	0.5	Hour	Labor Rate Per Hour – Diagnostic Labor	$51.00	$25.50	$65.00	$32.50	$40.00	$20.00
4	3.4	Hour	Labor Rate Per Hour – Materials (Using Paint Labor Hours)	$35.00	$119.00	$35.00	$119.00	$30.00	$102.00
5		Hour	Labor Rate Per Hour – Mechanical Repairs	$88.46	$88.46	$65.00	$65.00	$50.00	$50.00
6	1	Each	Hazardous Materials Charge	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00
7	1	Each	Flex additive	$5.00	$5.00	$5.00	$5.00	$8.00	$8.00
8	1	Each	Coolant (No More Than One Charge Per Repair)	$15.00	$15.00	$19.95	$19.95	$24.99	$24.99
9		%	**Repair Parts & Materials (Cost Plus Percentage)**	25%	25%	10%	10%	20%	20%
10	1	Each	4 Wheel Alignment Cost (Per Alignment)	$130.00	$130.00	$89.95	$89.95	$74.95	$74.95
11	1	Each	Diagnostic / Post Scan	$75.00	$75.00	$75.00	$75.00	$154.74	$154.74
12			For the purposes of comparing the above rates, vendors are required to fully complete the repair estimate attached to the back of this bid packet using the rates/discounts quoted above.Enter the Grand Total from estimate.		$2,621.08		$2,825.21		$3,303.88

NOTES:

Delacy Ford: Line Item #5: Diesel Rate $96.51; Line Item #9: Established Pricing - Ford; Sales Tax (If applicable).

United Auto Group - Line Item #9 was not completed on Price Sheet. Cost + 20% was the calculation used in the estimates.

Attachment: Bid Tab 2023011 Town Wide Collision (RES-2023-420 : Award Bid #2023011 Town Wide

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27426 **RESOLUTION 2023-421** **ADOPTED**

Approve Piggyback Contract for Ag/Grounds Keeping Type Power Eqpt. - Finch Services - CRS #4011

WHEREAS, the Contract Compliance and Administration Department is requesting approval to piggyback on Pennsylvania State Contract #440020089 with Finch Services, Inc. for the purchase of Ag/Grounds Keeping Type Power Equipment; and

WHEREAS, the contract term will be from date of Town Board approval through December 31, 2023;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the piggyback contract with Finch Services, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that equipment is needed as soon as possible.

5/8/2023
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Deborah Bruch Bucki, RN, PhD

COUNCILMEMBERS
Shawn Lavin
Michael Szukala
Jacqualine Berger

AGREEMENT

Let this document stand as an Agreement between Finch Services, Inc. and the Town of Amherst permitting the Town of Amherst to participate in the purchase of Ag/Grounds Keeping Type Power Eqpt. with Finch Services, Inc. under Pennsylvania State Contract #4400020089 for the period from 5/8/2023 thru December 31, 2023.

Agreed to and Accepted by:
Finch Services, Inc.

By: Ray P Finch
Signature
RAY P. FINCH
Printed name
PRESIDENT
Title
4/28/23
Date:

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Piggyback Agreement Finch signed (RES-2023-421 : Approve Piggyback Contract for Ag/Grounds Keeping Type Power Equip. -

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 27506 **RESOLUTION 2023-422** **ADOPTED**

2023 - 2028 Capital Improvement Program Amendment CIP Project No. PO-6: Bailey Ave Police Center Improvements

The Engineering Services Division is recommending amendment of the 2023-2028 CIP project listed above. This project description amendment shown below will expand the scope of the project to include the Emergency Operations Center Communication System Improvements in accordance with a grant that has been obtained through New York State Division of Homeland Security and Emergency Services.

CIP No.	Original Project Description	Amended Project Description
PO-6	Upgrade the bathroom facilities, water service & storage space.	Upgrade the restroom facilities, water service, storage space, kitchen facilities & EOC Communication System.

Please approve this amendment to the 2023-2028 CIP project description identified above. There is no funding amendment required for this project as all required grant and matching funds have been identified in order to successfully complete these improvements.

5/8/2023
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: 05/08/23 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 27505 **RESOLUTION 2023-423** **ADOPTED**

Proposal for Design Services for Casey Road Pedestrian and Bicycle Safety Improvements Phase 2 Paradise Park to Transit Road - Mott MacDonald NY, Inc. Town Job # 2014.048A; PIN 5764.66 CRS ID# 4033

The Town of Amherst's application for pedestrian and bicycle improvements on Casey Road was approved for funding through the Transportation Alternatives Program (TAP) in the amount of $1,490,400.00. TAP is a federally funded reimbursement program administered by the New York State Department of Transportation (NYSDOT).

In response, this office solicited fifteen (15) professional engineering firms on the Local Design Services Agreement (LDSA) list. Six (6) firms responded with an expression of interest and supplemental proposal. Qualifications were scored by committee in accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects. Mott MacDonald NY, Inc. was determined as the preferred design consultant after scoring was tallied (scoring summary attached).

We are in receipt of a proposal in the amount of $277,000.00 from Mott MacDonald NY, Inc. to provide engineering design services including study & report, preliminary design, final design, and bidding/negotiation phases. The design fee is 80% reimbursable through the NYS TAP. The remaining 20% local share must be provided by the Town of Amherst in order to participate in this program and as committed by State Local Agreement, Town Board Resolution 2023-105.

At this time, we request the Town Board approve the expenditure of the above described proposal by Mott MacDonald NY, Inc. at a total cost of $277,000.00, with the Town's share being $55,400.00. Funding is available from account KP 2306-4971. This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

5/8/2023
Consent

FINANCIAL IMPACT:

KP2306-4971; $55,400.00

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

Casey Bicycle & Pedestrian Safety Improvements Phase 2

Selection Scoring
PIN 5764.66
Job No. 2014.048A

Date: 3/15/2023

Rank	Firm Name	Total Score
1	**Mott MacDonald**	**348**
2	Watts Arch and Engineering	334
3	Erdman-Anthony	330
4	Fisher Associates	328.5
5	CHA Consulting	327
6	LaBella Associates	314

Attachment: Casey Ph2 Score Tabulation (RES-2023-423 : Design Services for Casey Road Pedestrian and Bicycle Safety Improvements -

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27514 **RESOLUTION 2023-424** **ADOPTED**

Lou Gehrig Baseball Field Improvements - Change Order #2 Northeast Diversification, Inc. CRS No. 4034

The Engineering Department is requesting Town Board authorization for a no cost time extension change order for the above referenced project. This change order request will extend the above referenced contract through August 31, 2023 and will enable the project contractor to complete additional drainage infrastructure outside of the field of play to be proposed for consideration by the Town Board at the next board meeting.

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

Thank you for your consideration.

5/8/2023
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: 05/08/23 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 27507 **RESOLUTION 2023-425** **ADOPTED**

Award of Bid - 2023 Asphalt Milling, Paving & Repair Contract J&D's Seal Tech Corp

On April 27, 2023, four (4) bids were received for the above referenced project. Upon review of the bids and as per the attached bid tabulation and bid evaluation section projected cost estimate, we recommend that J&D's Seal Tech Corp., 138 Chandler St., Buffalo, NY 14207, be awarded all of the attached unit cost bid items; Items 1.1 - 1.7, 2.1 - 2.4A, 3.1 - 3.3. The above contract shall be effective from execution through December 31, 2023.

Funds are available for this contract from various Townwide accounts in an amount to be determined.

Please authorize the Supervisor to sign the above contract with J&D's Seal Tech Corp.

5/8/2023
Consent

FINANCIAL IMPACT:

Townwide & Various; TBD

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

Asphalt Milling, Paving & Repair

Bid Tabulation / April 27, 2023 / TOA Project No. 2023.013

Bidder		J&D's Seal Coat	D&H Paving	Milherst Construction	Amherst Paving
Bid Bond (Y / N)		Yes	Yes	Yes	Yes
Bid Evaluation Section	**Quantity**				
Item No. 1.3 Mill over 3,000 SY (up to 2" in depth) [Weekday]	18,400 sq. yds.	$1.90 $34,960.00	$2.25 $41,400.00	$3.15 $57,960.00	$3.50 $64,400.00
Item No. 2.2 Rebuilding from 100 to 200 SY [Weekday]	200 sq. yds.	$70.00 $14,000.00	$81.00 $16,200.00	$89.25 $17,850.00	$95.00 $19,000.00
Item No. 1.6 Pave Type 7F Top [Weekday]	1,389 Tons	$98.00 $136,122.00	$105.00 $145,845.00	$115.50 $160,429.50	$160.00 $222,240.00
Bid Evaluation Section Total		$185,082.00	$203,445.00	$236,239.50	$305,640.00

Unit Item Bid Section		Unit Cost	Unit Cost	Unit Cost	Unit Cost
Option 1: Asphalt Milling & Resurfacing					
Item No. 1.1 Mill under 3,000 SY (up to 2" in depth) [Weekday]		$2.28 per SY	$3.25 per SY	$6.30 per SY	$5.00 per SY
Item No. 1.1A Mill under 3,000 SY (up to 2" in depth) [Saturday]		$3.04 per SY	$4.05 per SY	$5.25 per SY	$5.00 per SY
Item No. 1.2 Mill under 3,000 SY (each added 1" of depth over 2") [Weekday]		$0.45 per SY	$0.45 per SY	$0.52 per SY	$0.50 per SY
Item No.1.2A Mill under 3,000 SY (each added 1" of depth over 2") [Saturday]		$1.06 per SY	$0.68 per SY	$0.63 per SY	$0.60 per SY
Item No. 1.3 Mill over 3,000 SY (up to 2" in depth) [Weekday]		$1.90 per SY	$2.25 per SY	$3.15 per SY	$3.50 per SY
Item No. 1.3A Mill over 3,000 SY (up to 2" in depth) [Saturday]		$2.52 per SY	$3.35 per SY	$4.72 per SY	$4.10 per SY
Item No. 1.4 Mill over 3,000 SY (each added 1" of depth over 2") [Weekday]		$0.44 per SY	$0.45 per SY	$0.52 per SY	$0.50 per SY
Item No. 1.4A Mill over 3,000 SY (each added 1" of depth over 2") [Saturday]		$1.35 per SY	$0.68 per SY	$0.63 per SY	$0.60 per SY
Item No. 1.5 Pave Type 3 Binder [Weekday]		$88.00 per Ton	$93.00 per Ton	$105.00 per Ton	$122.00 per Ton
Item No. 1.5A Pave Type 3 Binder [Saturday]		$90.33 per Ton	$102.00 per Ton	$120.75 per Ton	$144.00 per Ton
Item No. 1.6 Pave Type 7F Top [Weekday]		$98.00 per Ton	$105.00 per Ton	$115.50 per Ton	$160.00 per Ton
Item No. 1.6A Pave Type 7F Top [Saturday]		$1.04 per Ton	$116.00 per Ton	$131.25 per Ton	$180.00 per Ton
Item No. 1.7 Furnish & Install composite riser rings (24" dia. Manhole - typ.)		$300.00 per 1" Ring	$250.00 per 1" Ring	$420.00 per 1" Ring	$500.00 per 1" Ring

Attachment: Milling & Paving Bid Tabulation (RES-2023-425 : Award of Bid - 2023 Asphalt Milling, Paving & Repair Contract)

Option 2:
Asphalt Rebuilding

Item No. 2.1 Rebuilding from 1 to 99 SY [Weekday]		$63.00 per SY	$88.00 per SY	$94.50 per SY	$108.00 per SY
Item No. 2.1A Rebuilding from 1 to 99 SY [Saturday]		$119.00 per SY	$135.00 per SY	$115.50 per SY	$128.00 per SY
Item No. 2.2 Rebuilding from 100 to 200 SY [Weekday]		$70.00 per SY	$81.00 per SY	$89.25 per SY	$95.00 per SY
Item No. 2.2A Rebuilding from 100 to 200 SY [Saturday]		$75.00 per SY	$131.00 per SY	$105.00 per SY	$110.00 per SY
Item No. 2.3 Rebuilding from 201 to 400 SY [Weekday]		$68.00 per SY	$81.00 per SY	$78.75 per SY	$85.00 per SY
Item No. 2.3A Rebuilding from 201 to 400 SY [Saturday]		$67.00 per SY	$76.00 per SY	$94.50 per SY	$95.00 per SY
Item No. 2.4 Rebuilding over 400 SY [Weekday]		$46.00 per SY	$62.00 per SY	$47.25 per SY	$75.00 per SY
Item No. 2.4A Rebuilding over 400 SY [Saturday]		$56.80 per SY	$72.10 per SY	$52.50 per SY	$85.00 per SY

Option 3:
Paver-placed Asphalt Resurfacing

Item No. 3.1 Pave Type 3 Binder [Weekday]		$90.00 per Ton	$92.00 per Ton	$126.00 per Ton	$122.00 per Ton
Item No. 3.1A Pave Type 3 Binder [Saturday]		$94.33 per Ton	$102.00 per Ton	$131.25 per Ton	$140.00 per Ton
Item No. 3.2 Pave Type 7F Top [Weekday]		$106.00 per Ton	$105.00 per Ton	$141.75 per Ton	$160.00 per Ton
Item No. 3.2A Pave Type 7F Top [Saturday]		$115.00 per Ton	$127.00 per Ton	$147.00 per Ton	$180.00 per Ton
Item No. 3.3 Furnish & Install composite riser rings (24" dia. Manhole - typ.)		$300.00 per 1" Ring	$250.00 per 1" Ring	$420.00 per 1" Ring	$500.00 per 1" Ring

Attachment: Milling & Paving Bid Tabulation (RES-2023-425 : Award of Bid - 2023 Asphalt Milling, Paving & Repair Contract)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 27508 **RESOLUTION 2023-426** **ADOPTED**

Award of Bid - Rebid of Mathewson-McCarthy Little League Fieldhouse Improvements MLP Plumbing & Mechanical, Inc. - Plumbing Contract

On April 12, 2023, bids were received for the above referenced project. After review of the four (4) bids received (bid tabulation attached), we recommend award of this contract to MLP Plumbing & Mechanical, Inc., 3198 Union Road, Cheektowaga, NY 14227, in the amount of $85,000.00 to include the Base Bid. Funding for this contract shall be from account KP2207.4972.

Thank you for considering this request.

5/8/2023
Consent

FINANCIAL IMPACT:

KP2207-4972; $85,000.00

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

Mathewson / McCarthy Little League
Fieldhouse Improvements

Bid Tabulation / April 13, 2023

T.O.A. Job No. 2021.017A

Plumbing Construction Contract

No.	Bidder	Bid Bond (Y / N)	Base Bid Total
1	MLP Plumbing & Mechanical, Inc.	Y	$85,000.00
2	MKS Plumbing Corp.	Y	$89,000.00
3	Willett Builders, Inc.	Y	$93,800.00
4	Camtech Plumbing & Mechanical Corp.	Y	$135,500.00
5			

Attachment: Mathewson McCarthy Bid Tabulation - Plumbing (RES-2023-426 : Award of Bid - Rebid of Mathewson-McCarthy Little League

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 27509 **RESOLUTION 2023-427** **ADOPTED**

Award of Bid - Rebid of Mathewson-McCarthy Little League Fieldhouse Improvements Parise Mechanical, Inc. - Mechanical Contract

On April 12, 2023, bids were received for the above referenced project. After review of this single bid received (bid tabulation attached), we recommend award of this contract to Parise Mechanical, Inc., 1106 Sheridan Dr., Tonawanda, NY 14150, in the amount of $84,500.00 (a negotiated reduction from $88,000.00) to include the Base Bid. Funding for this contract shall be as per the following:

Account KP2101.4972	$54,500.00
Account KP2207.4972	$30,000.00
Total:	$84,500.00

Thank you for considering this request.

5/8/2023
Consent

FINANCIAL IMPACT:

KP2101-4972; $54,500.00

KP2207-4972; $30,000.00

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

Mathewson / McCarthy Little League
Fieldhouse Improvements

Bid Tabulation / April 13, 2023

T.O.A. Job No. 2021.017A

Mechanical Construction Contract

No.	Bidder	Bid Bond (Y / N)	Base Bid Total
1	Parise Mechanical, Inc.	Y	$88,000.00
2			

Attachment: Mathewson McCarthy Bid Tabulation - Mechanical (RES-2023-427 : Award of Bid - Rebid of Mathewson-McCarthy Little League

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 27511 **RESOLUTION 2023-428** **ADOPTED**

Award of Bid - Rebid of Mathewson-McCarthy Little League Fieldhouse Improvements Industrial Power & Lighting Corp. - Electric Contract

On April 12, 2023, bids were received for the above referenced project. After review of the four (4) bids received (bid tabulation attached), we recommend award of this contract to Industrial Power and Lighting Corp., 60 Depot St., Buffalo, NY 14206, in the amount of $317,700.00 to include the Base Bid. Funding for this contract shall be as per the following:

Account KP2207.4972	$207,700.00
Account KP2206.4972	$110,000.00
Total:	$317,700.00

Thank you for considering this request.

5/8/2023
Consent

FINANCIAL IMPACT:

KP2207-4972; $207,700.00

KP2206-4972; $110,000.00

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

Mathewson / McCarthy Little League
Fieldhouse Improvements

Bid Tabulation / April 13, 2023

T.O.A. Job No. 2021.017A

Electrical Construction Contract

No.	Bidder	Bid Bond (Y / N)	Base Bid Total
1	Industrical Power and Lighting Corp.	Y	$317,700.00
2	Goodwin Electric Corp.	Y	$325,570.00
3	CIR Electrcial Construction Corp.	Y	$330,320.00
4	Frey Electric Construction Co., Inc.	Y	$344,000.00
5			

Attachment: Mathewson-McCarthy Bid Tabulation - Electrical (RES-2023-428 : Award of Bid - Rebid of Mathewson-McCarthy Little League

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 27512 **RESOLUTION 2023-429** **ADOPTED**

Award of Bid - Rebid of Mathewson-McCarthy Little League Fieldhouse Improvements Walter S. Johnson Building Co., Inc. - General Contract

On April 12, 2023, bids were received for the above referenced project. After review of the three (3) bids received (bid tabulation attached), we recommend award of this contract to Walter S. Johnson Bldg. Co., Inc., 6638 Mooradian Dr., Niagara Falls, NY 14304, in the amount of $1,232,000.00 to include the Base Bid. Funding for this contract shall be from account KP2207.4972.

Thank you for considering this request.

5/8/2023
Consent

FINANCIAL IMPACT:

KP2207-4972; $1,232,000.00

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

Mathewson / McCarthy Little League
Fieldhouse Improvements

Bid Tabulation / April 13, 2023

T.O.A. Job No. 2021.017A

General Construction Contract

No.	Bidder	Bid Bond (Y / N)	Base Bid Total
1	Walter S. Johnson Building Co., Inc.	Y	$1,232,000.00
2	Resetarits Construction	Y	$1,350,000.00
3	Willett Builders, Inc.	Y	$1,515,000.00
4			

Attachment: Mathewson McCarthy Bid Tabulation - General (RES-2023-429 : Award of Bid - Rebid of Mathewson-McCarthy Little League

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Highway
Initiated by: **Patrick G. Lucey**
Co-Sponsored by:

DOC ID: 27494 **RESOLUTION 2023-430** **ADOPTED**

2023 Highway School

We respectfully request Town Board approval for myself (Patrick Lucey), Paul Anderson, Eric Blocher & Timothy Lucey to attend the Associations of Towns of the State of NY 2023 Highway School. This program runs from June 5-7, 2023 in Ithaca, NY. The total cost is $1754.00 and the use of Town vehicle. The cost of the hotel includes all meals. Thank you for your consideration.

5/8/2023
Consent

FINANCIAL IMPACT:

B8560.4040 - $313.50 A5010.4040 - $627.00 H8000.4040 - $313.50

D5110.4120 - $125.00 A5010.4120 - $250.00 H8000.4120 - $125.00

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

2023 Highway School
Registration & Conference Information

June 5 - 7, 2023
Ithaca College

Sponsored by The Association of Towns of the State of New York
&
The NYS LTAP Center - Cornell Local Roads Program

Registration
Early registration fee on or before May 19: $125.00. After May 19 attendees must register on-site at a fee rate of $165.00.

Please Note: Cancellations received 10 days prior to event will be refunded minus a $10.00 processing fee.
No refunds will be given after the 10 day cancellation deadline.

Registration forms and checks made payable to the Association of Towns can be mailed to:
Association of Towns, 150 State Street, Albany, New York 12207

Attendees can also register online and pay at www.nytowns.org. Online registrants will receive an email confirmation followir payment acceptance. Only Visa and Mastercard are accepted.

On-Site Registration and early check-in is available between 3 and 5 p.m. on Sunday June 4 in the Glazer Arena of th Ithaca College Athletics and Events Center on the Ithaca College Campus. Conference check-in will resume Monday June 5 at 8 a.m.

2023 Highway School Topics

Road Drainage
Drug Testing
Purchasing
Legal Panel
Alternative Vehicles
Managing Employees
Pavement Preservation
Funding Opportunities

Conference Information

- **Meals:** Lunch will be provided at the conference on Monday and Tuesday.
- **Parking:** Parking is available on the Ithaca College Campus. However, if you require handicapped parking, please bring your own handicapped parking permit. There are a limited number of handicapped spaces available.
- **Expenses:** Actual and necessary expenses incurred while attending Highway School, including the registration fee, ar proper municipal charges under Town Law, §116(12) and General Municipal Law, §77(b).
- **Credits For Attendance:** Attendees will automatically receive three credits in the highway category of the Association o Town's Certified Town Official Program. Attendees enrolled in the NYS LTAP Center - Cornell Local Roads Road Mas Program will also receive credit towards Road Master levels III and IV when they earn their 5 or 10 year attendance award

Contact Patty Kebea, Executive Meeting Coordinator, at the Association of Towns with questions at (518) 465-7933.

Stay up to date with current information about the Highway School on the web at:
Association of Towns - www.nytowns.org
NYS LTAP Center - Cornell Local Roads Program - nysltap.clrp.cornell.edu

Attachment: DOC050323-0503202309172 6 (RES-2023-430 : 2023 Highway School)

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
Paul Anderson	1981	Hwy	631-7117

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
6/4/23	6/7/23	Ithaca NY	2023 Highway School

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.655	Use of Town vehicle		
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
3 # nights @ $ 104.50/person double occupancy	$313.50	A5010.4040	
~~Meals:~~			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $	(meals included)		
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	$125.-	A5010.4120	
Other			
Subtotal	$438.50		N/A
Contingency - 10% of subtotal or $200	-		N/A
TOTAL	$438.50		

Request Approved By:

Paul Fusco

Department Head Signature

5/2/23

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: DOC050323-05032023091726 (RES-2023-430 : 2023 Highway School)

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
Eric Blocher	5285	Hwy	631-7117

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
6/4/23	6/7/23	Ithaca NY	2023 Highway School

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.655	Use of Town vehicle		
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
3 # nights @ $ 104.50/Person Double Occupancy	$313.50	B8560.4040	
~~Meals~~:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $	(Meals included)		
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	$125	DS110.4120	
Other			
Subtotal	$438.50		N/A
Contingency - 10% of subtotal or $200	-		N/A
TOTAL	$438.50		

Request Approved By:

Department Head Signature

5/2/23

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: DOC050323-05032023091726 (RES-2023-430 : 2023 Highway School)

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
Patrick Lucey	1415	Hwy	631-7117

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
6/4/23	6/7/23	Ithaca NY	2023 Highway School

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.655	Use of Town Vehicle		
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
3 # nights @ $ 104.50/person Double Occupancy	$313.50	A5010.4040	
~~Meals~~			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%	(Meals Included)		
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	$125-	A5010.4120	
Other			
Subtotal	$438.50		N/A
Contingency - 10% of subtotal or $200	-		N/A
TOTAL	$438.50		

Request Approved By:

Patrick Lucey

Department Head Signature

5/2/23

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area For Expense Reimbursement

Town Board :

Town Board Resolution & Date

Attachment: DOC050323-05032023091726 (RES-2023-430 : 2023 Highway School)

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
Timothy Lucey	2919	Hwy	631-7117

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
6/4/23	6/7/23	Ithaca NY	2023 Highway School

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.655	Use of Town Vehicle		
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
3 # nights @ $ 104.50/person	$313.50	H8000.4040	
Meals: Double occupancy			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $	(Meals inc.)		
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	$125	H8000.4120	
Other			
Subtotal	$438.50		N/A
Contingency - 10% of subtotal or $200	-		N/A
TOTAL	$438.50		

Request Approved By:

Patty Lucey

Department Head Signature

5/2/23

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area For Expense Reimbursement

Town Board :

Town Board Resolution & Date

Attachment: DOC050323-05032023091726 (RES-2023-430 : 2023 Highway School)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 27429 **RESOLUTION 2023-431** **ADOPTED**

Auction of Highway Department Surplus Equipment - Spring 2023

In an effort to sell various antiquated Highway and Parks Department equipment, the Highway Department is requesting permission to participate with the Town approved Online Auctioneer Services Company approved per Resolution 2019-1248, CRS# 1706.

The Online Auctions are on-going with the Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052. The Town of Amherst will not be charged for selling or advertising.

May we please have the approval to place the itemized equipment in the auction?

5/8/2023
Consent

FINANCIAL IMPACT:

Revenue

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

AMHERST HIGHWAY DEPARTMENT

1042 North Forest Road Williamsville, New York 14221

Patrick Lucey
Superintendent of Highways
plucey@amherst.ny.us

Paul Anderson
Deputy Highway Superintendent
panderson@amherst.ny.us

PHONE (716) 631-7117

FAX (716) 631-7265

www.amherst.ny.us

AUCTION OF HIGHWAY DEPARTMENT SURPLUS EQUIPMENT
2023

	INVENTORY NUMBER	MAKE	DESCRIPTION	YEAR	CONDITION
1	208	FREIGHTLINER	FL-80 DUMP	1999	POOR
2	221	FREIGHTLINER	FL-80 DUMP	1998	POOR
3	72	CHEVY	1500 PICK UP	2006	POOR
4	73	CHEVY	2500 PICK UP	2006	POOR
5	N/A	JOHN DEERE	RIDING MOWER	UNK	POOR
6	606	CHEVY	1500 PICK UP	2006	POOR
7	335	LAYMOR	SWEEPER	1997	POOR
8	358	GORMAN	4" PUMP	1995	POOR
9	359	GORMAN	4" PUMP	1995	POOR
10	360	GORMAN	4" PUMP	1995	POOR
11	336	TENNANT	FLOOR SWEEPER	1999	POOR
12	P-53	SCAG	MOWER	2005	POOR
13	78	CHEVY	1500 PICK UP	2006	POOR
14	33	CHEVY	3500 DUMP	2007	POOR
15	39	CHEVY	3500 DUMP	2006	POOR
16	248	INTERNATIONAL	7600	2006	POOR
17	328	MAX IV	6 WHEELER	2013	POOR
18	339	MAX IV	6 WHEELER	2003	POOR
19	P-96	WALK BEHIND	BRUSH HOG	UNK	POOR
20	P-71	WALK BEHIND	BRUSH HOG	UNK	POOR
21	BUCKET 28	UNKNOWN	4 IN 1 BUCKET	UNK	POOR
22	AERATOR	UNKNOWN	TOW BEHIND	UNK	POOR
23	649	TORO	WORKMAN	1999	POOR
24	98	CHEVY	1500 PICK UP	2015	POOR
25	218	FREIGHTLINER	FL-80 DUMP	2003	POOR
26	95	FORD	F350 PICK UP	2008	POOR

Attachment: DOC042523-04252023111236 (RES-2023-431 : Auction of Highway Department Surplus Equipment - Spring 2023)

TITLES TO BE AQUIRED FROM TOWN HALL 2023 :

	VIN # :	CURRENT TRUCK # :
1)	1GCEC14V36E185536	72
2)	1GCHR24U56E188810	73
3)	1GCHK24U86E188980	78
4)	1FDSX34Y08EE36055	95
5)	1GCNKPEH6FZ211327	98
6)	1GCEC14V36E185195	606

Attachment: DOC042523-04252023111236 (RES-2023-431 : Auction of Highway Department Surplus Equipment - Spring 2023)

ACMS

CRS-CMS ID # 1706-1959: Auctioneer Services - Auctions International

/ Contract Management / All Town Contracts

General | Budget Details | Documents | Insurance | Extensions | Routing & Approvals

CRS ID #	1706
CMS ID #	1959
Townwide	Yes
Contract Type	Quotation Contract
Title	Auctioneer Services
Vendor	Auctions International
Description	
Department	Contract
Responsible User(s)	Halton, Karen,Kittleman, Zach
Start/End Date	Yes
Start Date	11/26/2019
End Date	11/25/2025
Status	Current
Active	Yes

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by CHRIS HALTON department HIGHWAY date 4/13/2023

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	HWY	purchase price	$79,079.55	primary purpose	
division		annual lease cost		vehicle assigned to	
town seal	☐ yes ☐ no	purchase date	9/30/2005	authorized take home	☐ yes ☒ no
vehicle identification no. (vin)	1HTWYAHT36J38434	vendor / vendor no.	INTERNATIONAL TRUCK & ENGINE	is vehicle taken home	☐ yes ☒ no
license plate	AB6007	purchase order number	511344	rationale for take home	
vehicle id / no.	248	town board resolution no.		date updated	
vehicle make	INTERNATIONAL	est. replacement year		comments	
vehicle model	7600	current mileage			
vehicle year	2006	est. miles per year		disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
owned or leased		serviced by			
how vehicle was acquired		est. annual service costs		title in clerk's office	☐ yes ☒ no

form VIF

revised 11111

Packet Pg. 361

13.M.2.a

Attachment: DOC042523-04252023111236 (RES-2023-431 : Auction of Highway Department Surplus Equipment - Spring 2023)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by CHRIS HALTON department HIGHWAY date 4/13/2023

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	HWY	purchase price	$106,771.00	primary purpose	
division		annual lease cost		vehicle assigned to	
town seal	☐ yes ☐ no	purchase date	1/2/2003	authorized take home	☐ yes ☒ no
vehicle identification no. (vin)	1FVABXBS43HL70528	vendor / vendor no.	FLEET MAINTENANCE	is vehicle taken home	☐ yes ☒ no
license plate	AB5952	purchase order number		rationale for take home	
vehicle id / no.	218	town board resolution no.		date updated	
vehicle make	FREIGHTLINER	est. replacement year		comments	
vehicle model	FL 80	current mileage		disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
vehicle year	2003	est. miles per year			
owned or leased		serviced by		title in clerk's office	☐ yes ☒ no
how vehicle was acquired		est. annual service costs			

form VIF

revised 11111

Attachment: DOC042523-04252023111236 (RES-2023-431 : Auction of Highway Department Surplus Equipment - Spring 2023)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by CHRIS HALTON department HWY. DEPT date 2/16/2023

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	HIGHWAY
division	
town seal	☐ yes ☐ no
vehicle identification no. (vin)	1FV6JLCB0XHB46715
license plate	AB5932
vehicle id / no.	208
vehicle make	FREIGHTLINER
vehicle model	FL-80
vehicle year	1999
owned or leased	
how vehicle was acquired	

purchase price	
annual lease cost	
purchase date	3/3/1999
vendor / vendor no.	FLEET MAINTENANCE
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
title in clerk's office	☐ yes ☒ no

form VIF

Attachment: DOC042523-04252023111236 (RES-2023-431 : Auction of Highway Department Surplus Equipment - Spring 2023)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by CHRIS HALTON department HWY DEPT. date 2/8/2023

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	HIGHWAY	purchase price		primary purpose	
division		annual lease cost		vehicle assigned to	
town seal	☐ yes ☐ no	purchase date	9/12/1997	authorized take home	☐ yes ☒ no
vehicle identification no. (vin)	1FV6JLCB6WH914659	vendor / vendor no.	FLEET MAINTENANCE	is vehicle taken home	☐ yes ☒ no
license plate	AB6009	purchase order number		rationale for take home	
vehicle id / no.	221	town board resolution no.		date updated	
vehicle make	FREIGHTLINER	est. replacement year		comments	
vehicle model	FL80	current mileage		disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
vehicle year	1998	est. miles per year			
owned or leased		serviced by		title in clerk's office	☐ yes ☒ no
how vehicle was acquired		est. annual service costs			

form VIF

revised 11111

Attachment: DOC042523-04252023111236 (RES-2023-431 : Auction of Highway Department Surplus Equipment - Spring 2023)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by CHRIS HALTON department HWY DEPT date 2/21/2023

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	HIGHWAY
division	
town seal	☐ yes ☐ no
vehicle identification no. (vin)	18639
license plate	———
vehicle id / no.	339
vehicle make	MAK
vehicle model	IV - 850T
vehicle year	2003
owned or leased	
how vehicle was acquired	

purchase price	$9198.00
annual lease cost	
purchase date	12/30/02
vendor / vendor no.	
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
title in clerk's office	☐ yes ☐ no

form VIF

1111

Attachment: DOC042523-04252023111236 (RES-2023-431 : Auction of Highway Department Surplus Equipment - Spring 2023)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by CHRIS HALTON department HIGHWAY date 4/12/2023

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	HWY
division	
town seal	☐ yes ☐ no
vehicle identification no. (vin)	21159
license plate	
vehicle id / no.	328
vehicle make	MAX-IV
vehicle model	850T
vehicle year	2013
owned or leased	
how vehicle was acquired	

purchase price	$14,674.00
annual lease cost	
purchase date	6-26-2013
vendor / vendor no.	RECREATIVES INDUSTRIES
purchase order number	21303317
town board resolution no.	2013-599
est. replacement year	
current mileage	
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
title in clerk's office	☐ yes ☒ no

form VIF

revised 11111-

Attachment: DOC042523-04252023111236 (RES-2023-431 : Auction of Highway Department Surplus Equipment - Spring 2023)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by CHRIS HALTON department HIGHWAY date 4/11/2023

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	HWY
division	
town seal	☐ yes ☐ no
vehicle identification no. (vin)	8B-25143
license plate	
vehicle id / no.	335
vehicle make	LAY-MOR
vehicle model	64B/8-B
vehicle year	1997
owned or leased	
how vehicle was acquired	

purchase price	$18,848.00
annual lease cost	
purchase date	2/1997
vendor / vendor no.	BNR EQUIPMENT
purchase order number	96-34286 97-32237
town board resolution no.	
est. replacement year	
current mileage	
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
title in clerk's office	☐ yes ☐ no

form VIF

111

Packet Pg. 367

13.M.2.a

Attachment: DOC042523-04252023111236 (RES-2023-431 : Auction of Highway Department Surplus Equipment - Spring 2023)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by CHRIS HALTON department HWY. DEPT date 2/15/2023

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	HIGHWAY
division	
town seal	☐ yes ☐ no
vehicle identification no. (vin)	1GCEC14V36E185195
license plate	AB5993
vehicle id / no.	606
vehicle make	CHEVY
vehicle model	SILVERADO 1500
vehicle year	2006
owned or leased	
how vehicle was acquired	

purchase price	$11,481.75
annual lease cost	
purchase date	1/9/2005
vendor / vendor no.	HOSELTON
purchase order number	512135
town board resolution no.	
est. replacement year	
current mileage	
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
title in clerk's office	☒ yes ☐ no

form VIF

Attachment: DOC042523-04252023111236 (RES-2023-431 : Auction of Highway Department Surplus Equipment - Spring 2023)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by CHRIS HALTON department HIGHWAY date 4/12/2023

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	HWY / REFUSE
division	
town seal	☐ yes ☐ no
vehicle identification no. (vin)	1GCNKPEH6FZ211327
license plate	AU9191
vehicle id / no.	98
vehicle make	CHEVY
vehicle model	SILVERADO 1500
vehicle year	2015
owned or leased	
how vehicle was acquired	

purchase price	$24,404.11
annual lease cost	
purchase date	12/18/2014
vendor / vendor no.	EMERLING CHEVY
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☐ yes ☐ no
is vehicle taken home	☐ yes ☐ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
title in clerk's office	☒ yes ☐ no

form VIF

revised 11111

Attachment: DOC042523-04252023111236 (RES-2023-431 : Auction of Highway Department Surplus Equipment - Spring 2023)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by CHRIS HALTON department HIGHWAY date 4/13/2023

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	HWY	purchase price	$39,435.17	primary purpose	
division		annual lease cost		vehicle assigned to	
town seal	☐ yes ☐ no	purchase date	9/29/2008	authorized take home	☐ yes ☒ no
vehicle identification no. (vin)	1FDSX34Y08EE36055	vendor / vendor no.	FAIRPORT FORD	is vehicle taken home	☐ yes ☒ no
license plate	AB5865	purchase order number		rationale for take home	
vehicle id / no.	95	town board resolution no.		date updated	
vehicle make	FORD	est. replacement year		comments	
vehicle model	F350	current mileage		disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
vehicle year	2008	est. miles per year			
owned or leased		serviced by		title in clerk's office	☒ yes ☐ no
how vehicle was acquired		est. annual service costs			

form VIF

revised 1111

Attachment: DOC042523-04252023111236 (RES-2023-431 : Auction of Highway Department Surplus Equipment - Spring 2023)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by CHRIS HALTON department HWY. DEPT date 2/8/2023

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	HIGHWAY
division	
town seal	☐ yes ☐ no
vehicle identification no. (vin)	1GCHK24U86E188980
license plate	AB6026
vehicle id / no.	78
vehicle make	CHEVY
vehicle model	SILVERADO 2500
vehicle year	2006
owned or leased	
how vehicle was acquired	

purchase price	$21,454.63
annual lease cost	
purchase date	1/11/2006
vendor / vendor no.	HOSELTON
purchase order number	512142
town board resolution no.	
est. replacement year	
current mileage	
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
title in clerk's office	☒ yes ☐ no

form VIF

revised 11111

Attachment: DOC042523-04252023111236 (RES-2023-431 : Auction of Highway Department Surplus Equipment - Spring 2023)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by CHRIS HALTON department HWY. DEPT. date 2/8/2023

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	HIGHWAY
division	
town seal	☐ yes ☐ no
vehicle identification no. (vin)	1GCHR24456E188810
license plate	AB5941
vehicle id / no.	73
vehicle make	CHEVY
vehicle model	SILVERADO
vehicle year	2006
owned or leased	
how vehicle was acquired	

purchase price	$21,454.63
annual lease cost	
purchase date	1/17/2006
vendor / vendor no.	HOSELTON
purchase order number	512142
town board resolution no.	
est. replacement year	
current mileage	
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
title in clerk's office	☒ yes ☐ no

form VIF

revised 11111

Attachment: DOC042523-04252023111236 (RES-2023-431 : Auction of Highway Department Surplus Equipment - Spring 2023)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by CHRIS HALTON department HIGHWAY date 4/13/2023

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	HWY	purchase price	$11,481.75	primary purpose	
division		annual lease cost		vehicle assigned to	
town seal	☐ yes ☐ no	purchase date	12/20/2005	authorized take home	☐ yes ☒ no
vehicle identification no. (vin)	1GCEC14V36E185536	vendor / vendor no.	HOSELTON	is vehicle taken home	☐ yes ☒ no
license plate	AB6000	purchase order number	512135	rationale for take home	
vehicle id / no.	72	town board resolution no.		date updated	
vehicle make	CHEVY	est. replacement year		comments	
vehicle model	SILVERADO 1500	current mileage			
vehicle year	2006	est. miles per year		disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
owned or leased		serviced by			
how vehicle was acquired		est. annual service costs		title in clerk's office	☒ yes ☐ no

form VIF

revised 1111

Attachment: DOC042523-04252023111236 (RES-2023-431 : Auction of Highway Department Surplus Equipment - Spring 2023)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by CHRIS HALTON department HWY. DEPT date 2/8/2023

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	HIGHWAY
division	
town seal	☐ yes ☐ no
vehicle identification no. (vin)	1GBJC34U06E226226
license plate	AB5979
vehicle id / no.	39
vehicle make	CHEVY
vehicle model	3500 SILVERADO
vehicle year	2006
owned or leased	
how vehicle was acquired	

purchase price	$23,500.00
annual lease cost	
purchase date	4/28/2006
vendor / vendor no.	BASIL
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
title in clerk's office	☐ yes ☒ no

form VIF

revised 11111

Attachment: DOC042523-04252023111236 (RES-2023-431 : Auction of Highway Department Surplus Equipment - Spring 2023)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 27501 **RESOLUTION 2023-432** **ADOPTED**

Authorization to Purchase Three (3) 2023 Ford F250 XL CRS# 4036

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the purchase of three (3) 2023 Ford F-250 XL 4 X 4 with long box for the Highway Department for a cost of $136,799.85 from C. Basil Ford Inc, 1540 Walden Avenue, Cheektowaga, NY 14225.

The pricing is based upon NYS-OGS Mini-Bid, Bid Reference # 13031.

Funding is available to pay for this purchase order under 2022 Equipment Bond KP2223-2250 for $45,599.95 and 2023 CHIPS account D5112-2800 for $91,199.90.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to sign the contract above. This contract has completed the CRS # 4036 Contract Routing System and approval of the Town Attorney.

5/8/2023
Consent

FINANCIAL IMPACT:

D112-2800	$91,199.90
KP2223-2250	$45,599.95
Total	$136,799.85

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

13031 (4) 3/4 Ton Regular Cab 4x4 w/Long Box - Town of Amherst Award phase

- Settings

- Participants

- Schedule

- Pricing sheets

- Questionnaires

- Question & Answer

Attachment: DOC050323-05032023111807 (RES-2023-432 : Authorization to Purchase Three (3) 2023 Ford F250 XL CRS#4036)

Rank	Name	Pricing sheet	Model Year	Make	Model & Trim Level	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid	Phase	
5	C. Basil Ford Inc.	Vehicles Built to Specifications Pricing Sheet	2023	Ford	F250 XL	$45,599.95	4	$182,399.80	Awarding	
6	Joe Basil Chevrolet, Inc.	Vehicles Built to Specifications Pricing Sheet	2024	CHEVROLET	Silverado 2500HD Reg Cab 142 Work Truck	$45,904	4	$183,616	Evaluation	
7	Chevrolet of Smithtown	Vehicles Built to Specifications Pricing Sheet	2024	chevrolet	Silverado 2500HD 4WD Reg Cab 142" Work Truck	$45,986.24	4	$183,944.96	Evaluation	
8	FALLS DODGE INC dba JOE CECCONIS CHRYSLER COMPLEX	Vehicles Built to Specifications Pricing Sheet	2023	ram	2500 tradesman	$47,991.10	4	$191,964.40	Evaluation	

Attachment: DOC050323-05032023111807 (RES-2023-432 : Authorization to Purchase Three (3) 2023 Ford F250 XL CRS#4036)

Rank	Name	Pricing sheet	Model Year	Make	Model & Trim Level	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid	Phase	
9	Maguire Motors LLC	Vehicles Built to Specifications Pricing Sheet	2023	Ram	2500 Tradesman Reg Cab	$49,020.86	4	$196,083.44	Evaluation	
10	Sawyer Motors	Vehicles Built to Specifications Pricing Sheet	2023	RAM	2500 TRADESMAN	$49,805	4	$199,220	Evaluation	

Exports

No awarding

Inform

Set back to Evaluation Allow to Awarding

Internal award justification

only 3 of these vehicles will be purchased

- Edit award justification

Purchase order

This information is required to be entered by all Authorized Users of the NYS Vehicle Marketplace. Departments and agencies MUST provide a screenshot of this "Awarding" page information when requesting a State ID from OGS Fleet Management or NYS DOT. Please enter the purchase order or other ordering document information or if no purchase order was made by clicking on "Edit purchase order" below.

Name	Model Year	Make	Model & Trim Level	Model Code	Drive Type	Fuel Type	NYS B
C. Basil Ford Inc.	2023	Ford	F250 XL	F2B	4x4	GAS	$48,655.00
Joe Basil Chevrolet, Inc.	2024	CHEVROLET	Silverado 2500HD Reg C	CK20903	4WD	GAS	$48,320.00
Chevrolet of Smithtown	2024	chevrolet	Silverado 2500HD 4WD	CK20903	4WD	Gasoline	$49,500.
FALLS DODGE INC dba JOE CECCONIS CHRY	2023	ram	2500 tradesman	dj7l62	4x4	gas	$49,835.
Maguire Motors LLC	2023	Ram	2500 Tradesman Reg C	DJ7L62	Automatic	Gas	$51,170.
Sawyer Motors	2023	RAM	2500 TRADESMAN	DJ7L62	4X4	GAS	$51,725.

Attachment: DOC050323-0503202311807 (RES-2023-432 : Authorization to Purchase Three (3) 2023 Ford F250 XL CRS#4036)

NYS Discount (%)	NYS Base Price	NYS Aftermarket Comp	NYS Price for Vehicle	Total Number of Vehic	Total Price for Mini-Bid	Revised NYS Price for	Revised Number of Ve	Revised Total Price for
6.28%	$45,599.95	$0.00	$45,599.95	3	$136,799.85			#VALUE!
5.%	$45,904.00	$0.00	$45,904.00	4	$183,616.00			#VALUE!
7.1%	$45,986.24		#VALUE!	4	#VALUE!			#VALUE!
3.7%	$47,991.11	$0.00	$47,991.11	4	$191,964.44			#VALUE!
4.2%	$49,020.86	$0.00	$49,020.86	4	$196,083.44			#VALUE!
3.71%	$49,805.00	$0.00	$49,805.00	4	$199,220.00			#VALUE!

Attachment: DOC050323-0503202311807 (RES-2023-432 : Authorization to Purchase Three (3) 2023 Ford F250 XL CRS#4036)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27442 **RESOLUTION 2023-433** **ADOPTED**

Agreement with Alterity Group, LLC (CRS #3974)

AGENDA ITEM : MAY 8th, 2023

TO: **Town Board**

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

DATE: **May 1, 2023**

RE: **Agreement With Alterity Group, LLC (CRS #3974)**
Workers Compensation Consulting Services

RESOLVED, the Town Board authorizes the Supervisor to execute the attached agreement with Alterity Group, LLC for Workers Compensation consulting services pending successful review of the Contract Routing System.

Thank you.

RPM
Attachment
c: Timothy Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - May 8, 2023**)

5/8/2023
Consent

FINANCIAL IMPACT:

R1915.4090 $9,500

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

3840 E. Robinson Road, Suite 323, Amherst, NY 14228 585-831-21326

AGREEMENT FOR WORKERS COMPENSATION CONSULTING SERVICES

This agreement is entered into the 1st of January 2023 by and between Alterity Group, LLC, 3840 E. Robinson Road, Suite 323, Amherst, NY 14228 and the Town of Amherst, 5583 Main Street, Williamsville, NY 14221. Pursuant to this agreement, Alterity Group, LLC. (Hereinafter ALTERITY) will design, coordinate, implement and provide ongoing supervision for Town of Amherst Self-Insured Workers' Compensation Plan (hereinafter the PLAN).

WHEREAS, Alterity and the PLAN desire to reduce to writing their agreement:

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein below set forth, the parties hereto agree as follows:

Section I – Duties of Alterity

1. Certifying the accuracy of any State assessments.
2. Administer any questions or requests from the Workers Compensation Board.
3. Supervision of claim service and assistance to PLAN regarding specific problem claims, including advising claims administrator and appropriate PLAN personnel on recommended course of action.
4. Recommend medical case management where appropriate.
5. Research medical service organizations for appropriate interface with the PLAN for medical cost management.
6. Assist in claim review meeting to ensure best practices are being complete.
7. Assist the PLAN with return to work initiatives.
8. Assist the PLAN with settlement reviews and evaluations.
9. Review all penalties to ensure the PLAN is not being charged with TPA penalties.
10. Provide ongoing supervision of claim administrator to ensure appropriate claims direction.
11. Design of procedures and documents to ensure orderly processing of claims and data base input.
12. Direct procedures for investigation where fraud may be suspected.
13. Review claims for subrogation and loss transfer.
14. Other related consulting services which may be required by the PLAN.

Attachment: agreement for workers compensation consulting services (RES-2023-433 : Agreement with Alterity Group, LLC (CRS #3974))

alterity

Attachment: agreement for workers compensation consulting services (RES-2023-433 : Agreement with Alterity Group, LLC (CRS #3974))

Section II – Fees

For the services specified in this Agreement, ALTERITY will charge the PLAN $9,500 annually, to be billed in quarterly installments of $2375 each quarter, beginning on the effective date of self-insurance. The billing can be adjusted to facilitate the PLAN'S fiscal cycle. Payment is due within 15 days of billing.

Section III – Termination of the Agreement

This Agreement shall be in effect for two (2) years at the same rate and with an option to extend for an additional two (2) years term under the same terms and conditions, and upon approval by both entities. If the contract and billing cycle is amended to accommodate the PLANS'S fiscal cycle, then the notice provision would be effective 90 days prior to the commencement of a new fiscal cycle.

If ALTERITY elects not to renew this Agreement, it must give 90 days' advance notice in writing to the PLAN. ALTERITY shall not be responsible for any administrative duties that have an occurrence date after the termination date of this Agreement and shall forward any requests for reports or other analysis to the Plan or its designee and cooperate fully with the transfer of its responsibilities under this Agreement.

Section IV – Additional Covenants

ALTERITY agrees that this is an Agreement for its professional services and that there can be no assignment or delegation of responsibility or services under this Agreement without specific authorization of the PLAN. ALTERITY acknowledges that all records, documents, vouchers, insurance policies or correspondence which are created because of this Agreement, or which may originate by or at their direction or be, from time to time, in their control or possession are the property of the PLAN. ALTERITY shall use all reasonable measures to ensure that such materials are maintained in a confidential manner and are not disclosed to any third party without the express written consent of the PLAN.

ALTERITY further acknowledges the right of the plan or it designee at all reasonable times to inspect and audit any documents of whatever nature and description created because of this agreement or any other materials necessary to verify ALTERITY's compliance with the terms of this Agreement.

ALTERITY further agrees to provide for the proper security of all computer discs and software and all other records under its control by or because of this Agreement and to keep duplicates of such essential records as will allow the PLAN to continue to function at all times in an expeditious and economical manner in case of the partial destruction of some records.

Section V – Indemnification and Hold Harmless

ALTERITY agrees to hold harmless and indemnify the PLAN, its agents and employees against any claims for bodily injury or property damage arising out of the duties of this agreement. ALTERITY further agrees to provide proof of Workers Compensation insurance as well as professional errors and omissions insurance.

Section VI – Amendments to This Agreement

This agreement may be altered only in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective, the day and year above written:

Alterity Group, LLC.	Town of Amherst
_____	_____
Signature: Timothy McMullen	Signature:
Title: Senior Vice President	Title:

Attachment: agreement for workers compensation consulting services (RES-2023-433 : Agreement with Alterity Group, LLC (CRS #3974))

Consultant Major Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a

Attachment: addendum to contract (RES-2023-433 : Agreement with Alterity Group, LLC (CRS #3974))

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 name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(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 contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

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

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the 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

Attachment: addendum to contract (RES-2023-433 : Agreement with Alterity Group, LLC (CRS #3974))

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:

Agreed to and Accepted by:

Attachment: addendum to contract (RES-2023-433 : Agreement with Alterity Group, LLC (CRS #3974))

Alterity
Print Name of Company

By: Gina Teresi
Signature

GINA TERESI
Printed name

Date: 1/18/23

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: addendum to contract (RES-2023-433 : Agreement with Alterity Group, LLC (CRS #3974))

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: Alterity

Signature: Gina M. Teresi

Print Name: GINA M. TERESI

Title: Senior Vice President

Date: 1/20/23

Sworn To Before Me This

20th Day of Jan., 2023

Georgia Bardusch

Notary Public

GEORGIA BARDUSCH
Notary Public, State of New York
No. 01BA6423507
Qualified in Monroe County
Commission Expires October 12, 2025

Revised 4.2017

Attachment: addendum to contract (RES-2023-433 : Agreement with Alterity Group, LLC (CRS #3974))

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
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)

CIC Group Inc a wholly owned business of Alterity Group, Inc.
3840 E. Robinson Road, Suite 323
Amherst, NY 14228

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number

37-1882919

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 Standard Life Insurance Company of New York
333 Westchester Avenue, West Building, Suite 300
White Plains, New York 10604

3b. Policy Number of Entity Listed in Box "1a"

753370-C

3c. Policy effective period

1/1/23 to **1/1/24**

4. Policy provides the following benefits:

- [x] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:

- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed **3/8/2023** By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 732.815.2115 Name and Title Jason Anders, Account Manager

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)
SNY **13206-JA**

DB-120.1 12-21

Attachment: certificate of insurance coverage disability and paid family leave benefits law (RES-2023-433 : Agreement with Alterity Group, LLC

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box "1a" for disability and/or Paid Family Leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance 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 my be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

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

This Certificate may be used as evidence of a 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.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: certificate of insurance coverage disability and paid family leave benefits law (RES-2023-433 : Agreement with Alterity Group, LLC

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 1/25/2023

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 NFP Property & Casualty Services 45 Executive Drive Plainview NY 11803	**CONTACT NAME:** COMPLEX RISK NORTHEAST **PHONE (A/C, No, Ext):** 516-327-2700 **FAX (A/C, No):** 516-327-2800 **E-MAIL ADDRESS:** riskcerts@nfp.com
INSURED NFPULTI-01 NFP Ultimate Holdings, LLC and all its subsidiaries 45 Executive Drive Plainview NY 11803	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Atlantic Specialty Insurance Company 27154 **INSURER B :** Hartford Casualty Insurance Company 29424 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 566179064 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y		7120079060015	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 3,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			7120079060015	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			7120079060015	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		12WNS82900	1/1/2023	1/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000

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

Coverage extends to Alterity Group LLC, a subsidiary of the insured, located at 311 Alexander St., Rochester, NY 14604.

Certificate holder is included as an additional insured in accordance with the policy provisions of the General Liability as required by written contract or agreement. General Liability evidenced herein is Primary & Non-Contributory to the other insurance available to the additional insureds, but only in accordanc with the Policy Provisions.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St.
Williamsville NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: certificate of liability insurance (RES-2023-433 : Agreement with Alterity Group, LLC (CRS #3974))

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Alterity Broker Solutions, Inc. 311 Alexander St., Ste. 202 Rochester, NY 14604 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 585-831-2132 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 20-3215976
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 Hartford Casualty Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 12 WN S82900 3c. Policy effective period 01/01/2023 to 01/01/2024 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☒ all excluded or certain partners/officers excluded.

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

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

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

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

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

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

Approved by: Diane Gority
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Diane Gority 2/10/2023
(Signature) (Date)

Title: Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 860-547-5099

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: certificate of workers'compensation insurance coverage (RES-2023-433 : Agreement with Alterity Group, LLC (CRS #3974))

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: certificate of workers'compensation insurance coverage (RES-2023-433 : Agreement with Alterity Group, LLC (CRS #3974))

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27423 **RESOLUTION 2023-434** **ADOPTED**

Public Safety Dispatcher - PT/Police Department

Please appoint a Public Safety Dispatcher - PT to the Police Department, Effective May 9, 2023, Temporary, $21.50 ph, Step 2 for Jason Bialkowski.

5/8/2023
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: 05/08/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27424 **RESOLUTION 2023-435** **ADOPTED**

Code Enforcement Officer/Building Department

Please appoint a Code Enforcement Officer to the Building Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective May 9, 2023 at an annual salary of $66,028, Grade 15, Step E for Jennifer Stephens.

This promotion is for an employee currently serving as Assistant Code Enforcement Officer.

5/8/2023
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: 05/08/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27444 **RESOLUTION 2023-436** **ADOPTED**

Architect/Engineering Department

Please appoint an Architect to the Engineering Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective May 15, 2023, at an annual salary of $95,018.13, Grade 1, Step A of the Exempt Non-Department Head Salary Schedule for Michael Hitzel.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

5/8/2023
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: 05/08/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27475 **RESOLUTION 2023-437** **ADOPTED**

Planning Draftsworker/Building Maintenance/Facilities Department

Please appoint a Planning Draftsworker to the Building Maintenance/Facilities Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective May 9, 2023, at an annual salary of $68,146, Grade 13, Step J for Michael Bushen.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

5/8/2023
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: 05/08/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27477 **RESOLUTION 2023-438** **ADOPTED**

Assistant Planner/Planning Department

Please appoint an Assistant Planner to the Planning Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective May 9, 2023 at an annual salary of $52,850, Grade 12, Step C for Thomas Voigt.

This is a Permanent appointment for an employee currently serving Provisionally.

5/8/2023
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: 05/08/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27479 **RESOLUTION 2023-439** **ADOPTED**

Principal Planner/Planning Department

Please appoint a Principal Planner to the Planning Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective May 9, 2023 at an annual salary of $84,575, Grade 21, Step E for Laurie Stillwell.

This is a Permanent appointment for an employee currently serving Provisionally.

5/8/2023
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: 05/08/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27497 **RESOLUTION 2023-440** **ADOPTED**

Assistant Planning Director/Planning Department

Please appoint an Assistant Planning Director to the Planning Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective May 9, 2023 at an annual salary of $102,645.66, Grade 5, Step K of the Exempt Department Head Salary Schedule for Daniel Ulatowski.

This is a Permanent appointment for an employee currently serving Provisionally.

5/8/2023
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: 05/08/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27499 **RESOLUTION 2023-441** **ADOPTED**

Principal Planner/Planning Department

Please appoint a Principal Planner to the Planning Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective May 9, 2023 at an annual salary of $91,424, Grade 21, Step H for Scott Marshall.

This is a Permanent appointment for an employee currently serving Provisionally.

5/8/2023
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: 05/08/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 27448 **RESOLUTION 2023-442** **ADOPTED**

2023-2028 Capital Improvement Program Amendment, CIP Project Number P-1: Comprehensive Planning

Please approve the attached CIP amendment for project number P-1: Comprehensive Planning.

5/8/2023
Consent

FINANCIAL IMPACT:

Increase to 2023-2028 CIP of $200,000.00

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

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel Ulatowski, AICP
Assistant Planning Director

May 2, 2023

AGENDA – May 8, 2023

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

RE: **2023 – 2028 Capital Improvement Program Amendment**
CIP Project No. P-1: Comprehensive Planning

Councilmembers:

The Planning Department is recommending an amendment of the 2023-2028 CIP for the above project in the amount shown in the table below. This amendment will allow additional funding to be available for a variety of upcoming planning projects, and will continue to support ongoing initiatives. The Planning Department feels the current allocation will not be able to fully cover the costs to projects proposed within the 2023 Map, Plan and Report for Comprehensive Planning, such as:

1. Boulevard Mall Planning
2. Town Park and Trail Planning
3. Environmental Studies
4. Small Area or Action Plan Studies/Planning
5. Inventory of Conditions and Trends
6. Comprehensive Plan Updates
7. Review of the Town's Development Regulations

CIP No.	Project Description	2023 Bond Allocation	Amend To
P-1	Comprehensive Planning	$300,000	$500,000

Please approve this amendment to the 2023-2028 CIP as indicated above. Please note that while the above request is not budget neutral, we will pursue the most cost effective solutions for these projects.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

cc: Brian J. Kulpa, Supervisor
Councilmembers
Martin Polowy – Town Attorney
Daryl Bramer - Comptroller
Anne Fickelscherer – Supervising Accountant
Lynda Juul – Director of Finance
Kimberly Amplement – Senior Planner

Attachment: 2023-2028 CIP Amendment, project P-1 050823 (RES-2023-442 : 2023-2028 CIP, Project P-1 Amendment)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 27471 **RESOLUTION 2023-443** **ADOPTED**

Request to Schedule a Public Hearing for the Proposed Local Law for the Town of Amherst Local Waterfront Revitalization Program (LWRP)

Kindly, adopt a resolution to set a public hearing on May 22, 2023 for the proposed local law for the Town of Amherst Local Waterfront Revitalization Program (LWRP) Consistency Review Law as per the New York State Department of State.

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

5/8/2023
Consent

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 27472 **RESOLUTION 2023-444** **ADOPTED**

Request to Travel to Cleveland, OH for Affordable Housing Model Home Tour

Please approve the attendance of Laurie Stillwell to CHN Housing Partner's presentation and tour of scattered-site single-family lease-to-purchase housing projects in Cleveland, OH on May 23, 2023. The cost is $364.50. Attached is the travel request.

5/8/2023
Consent

FINANCIAL IMPACT:

Funding for this request is available under Community Development's HOME Administration budget line (N20-54).

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

Amherst

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

Brian J Kulp
Supervisor
Daniel Howard, A
Planning Direc
Daniel J. Ulatowski
Assistant Planning

May 2, 2023

Honorable Town Board
5583 Main Street
Williamsville, NY 14221

Re: Request to Travel to Cleveland, OH for Affordable Housing Model Home Tour

Honorable Board Members:

Please approve the attendance of Laurie Stillwell to CHN Housing Partner's presentation and tour of scattered-site single-family lease-to-purchase housing projects in Cleveland, Ohio on May 23, 2023. The cost is $364.50 for the single day's travel. Attached is the travel request.

Funding for this request is available under Community Development's HOME Administration budget line (N20-54).

Very truly yours,

Daniel C. Howard, AICP
Planning Director

U:\Office Stuff\Travel\Cleveland Travel Approval\TB Letter for Cleveland Travel Approval 5.8.23.docx

Attachment: Travel Request Cleveland 050823 (RES-2023-444 : Request to Travel to Cleveland, OH for Affordable Housing Model Home Tour)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

Revised 12/22/2021

NAME	Employee #	Department	Phone Number
Laurie Stillwell		Planning	(716) 631-7050

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
May 23, 2023	May 23, 2023	Cleveland, OH	CHN affordable Housing Tour Scattered site/LIHTC

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.~~585~~ .655	$264.62		
Tolls	$ 15.00		
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $	—		
Meals:			
IRS Per Diem Per Day: $ 69			
1st & Last Day of Travel @ 75%	$ 51.75		
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	—		
Other	—		
Subtotal	$ 331.37		N/A
Contingency - 10% of subtotal or $200	33.13		N/A
TOTAL	$ 364.50		

Request Approved By:

Department Head Signature

5/2/23

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 Cleveland 050823 (RES-2023-444 : Request to Travel to Cleveland, OH for Affordable Housing Model Home Tour)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 27466 **RESOLUTION 2023-445** **ADOPTED**

Amherst Central School District (CRS #3970) Student Resource Officer Program

TOWN BOARD AGENDA ITEM: MAY 8, 2023

TO: **Town Board**

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

RE: **Amherst Central School District (CRS #3970)**
Student Resource Officer Program

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Amherst Central School District with regard to the above-entitled matter. This agreement will run from July 1, 2023 through June 30, 2024. This agreement has successfully completed the Contract Routing process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 8, 2023)**

5/8/2023
Consent

FINANCIAL IMPACT:

A 3121 .02260 : Revenue: $53,713.20

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

AGREEMENT
BY AND BETWEEN
TOWN OF AMHERST, NEW YORK
AND
AMHERST CENTRAL SCHOOL DISTRICT
FOR SCHOOL DISTRICT RESOURCE OFFICER PROGRAM

THIS AGREEMENT made _____, 2023, by and between the TOWN OF AMHERST, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, having its offices located at 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as the "Town") and the AMHERST CENTRAL SCHOOL DISTRICT, an educational corporation organized and existing under the laws of the State of New York, having its principal offices located at 55 Kings Highway, Amherst, New York 14226 (hereinafter referred to as the "School District").

WITNESSETH:

WHEREAS, the School District is desirous of obtaining the services of one (1) full-time School Resource Officer (hereinafter referred to as an "SRO") for the purposes and to provide the services set forth herein; and

WHEREAS, the Town, through its Police Department (hereinafter referred to as the "Police Department") is desirous of providing law enforcement and related services to the School District through providing to the School District an SRO under the terms and conditions set forth herein; and

WHEREAS, the School District and the Town recognize the potential outstanding benefits of providing an SRO to the School District to both the residents of the Town of Amherst, the School District and the students of the School District; and

WHEREAS, it is in the best interests of the School District and the Town to provide for the provision of an SRO by the Town, through its Police Department, to the School District.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth hereinbelow, it is hereby agreed between the Town, the Police Department, and the School District as follows:

1. General Purposes, Project Goals, Project Objectives and Performance Indicators.

It is the intent and provision of this Agreement to provide to the School District the services of an SRO from the Police Department to provide those services listed under the job description contained in Exhibit "A" annexed hereto (entitled the "SRO Placement Plan"), with the project goals and project objectives as set forth in Exhibit "A" which can be measured by the performance indicators set forth in Exhibit "A" and evaluated as set forth

Attachment: AmherstSRO2023.2024 for Approval (RES-2023-445 : SRO Contract: Amherst Central School District (CRS# 3970))

in the evaluation plan as set forth in Exhibit "A", all as may also be otherwise set forth in the text of this Agreement.

2. Term of Agreement

The term of this Agreement shall be for the period commencing on July 1, 2023 and culminating on June 30, 2024.

3. Renewal of Agreement

Both parties shall notify the other party of their desire to renew the Agreement by written notice at least thirty (30) calendar days prior to the expiration of the term as set forth in Paragraph 2 above. Upon receipt and written acknowledgment of such notice this Agreement shall renew for successive terms of one (1) year until such time as the Agreement is not renewed by failure to notify in writing of desire to renew as stated above or by notice of termination of this Agreement as set forth in Paragraph 4 and Paragraph 5(b)(iv) of this Agreement.

4. Termination of Agreement

This Agreement may be terminated by either party upon thirty (30) calendar days written notice to the other party.

5. Assignment of School Resource Officer

The Chief of Police of the Police Department may assign a regularly employed police officer as the SRO to the School District pursuant to this Agreement as follows:

a. The SRO shall be nominated by the Chief of Police of the Police Department to the School District and, upon the concurrence of the Superintendent of Schools (the "Superintendent") of the School District to that nomination, the SRO shall be assigned as the SRO for the School District.

b. The SRO assigned to the School District must meet the following requirements:

i. The SRO must be a volunteer for the position as SRO.

ii. The person nominated to be SRO must be a full-time certified and sworn police officer with a minimum of three (3) years of law enforcement experience.

iii. The person nominated to be SRO must have had or must acquire specialized training to work with youth at a school site. Such training may consist of university course work for potential SRO candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (e.g. D.A.R.E). Sufficiency of such experience shall be based upon the joint

Attachment: AmherstSRO2023.2024 for Approval (RES-2023-445 : SRO Contract: Amherst Central School District (CRS# 3970))

concurrence of the Chief of Police of the Police Department and the Superintendent. The SRO may be re-assigned by the Chief of Police of the Police Department (or his designee) during periods of police emergency, situations which may require augmentation of the police force, or situations which may arise which may require the SRO to act as an officer of the law which may or may not be within the School District. Other times of reassignment may include, but are not limited to, training as required by the Police Department or federal and/or state law, court appearances as required by law, or time off as permitted by the collective bargaining agreement. The SRO will give consideration to the school calendar and use discretion when taking his/her discretionary time off.

iv. In the event the Police Department cannot provide an SRO, or a suitable replacement, for thirty (30) continuous days, the District has the option to terminate this Agreement immediately.

6. Dismissal of School Resource Officer: Replacement

a. In the event the Superintendent determines, in the sole discretion of the Superintendent, that the SRO is not effectively performing his or her duties and responsibilities, the Superintendent shall advise the Chief of Police of the Police Department.

b. The Chief of Police of the Police Department may dismiss or re-assign the SRO based upon Police Department rules, regulations and/or general orders consistent with the collective bargaining agreement. In such an event, a new SRO may be designated in accordance with the procedure outlined as in Paragraph 5 above.

7. Duties of the School Resource Officer

a. The duties of the SRO will include but not be limited to those duties set forth in the SRO Placement Plan annexed hereto as Exhibit "A" as part of the job description or performance indicators.

b. Consistent with the New York State Education Law and the School District's Code of Conduct, school disciplinary functions, including but not limited to all decisions and determinations regarding student discipline, are delegated to School District administrators. SRO(s) shall engage in separate and distinct work functions such as investigatory and security-based tasks, with the primary objective of securing the safety and well being of School District personnel, students, families, and visitors. SRO(s) shall not take part in the determination, issuance, or implementation of student discipline.

8. Duties of the School District

The School District shall provide the following materials and facilities which are deemed necessary for the performance of the SRO's duties:

Attachment: AmherstSRO2023.2024 for Approval (RES-2023-445 : SRO Contract: Amherst Central School District (CRS# 3970))

a. A properly lighted private office which shall contain a telephone and shall be appropriate for private conversations between juveniles and the SRO.

b. A location for files and records which should be properly locked and secured.

c. Access to a computer and/or secretarial assistance, and access to a fax machine.

9. Hours of Duty of SRO

a. The Chief of Police of the Police Department shall arrange for the SRO to work a full day (8.25 hours) on each day when school is in session in the School District, except for the provisions set forth in Section 5.b.iii.

b. Additionally, upon the concurrence of the Superintendent and the Police Department, the SRO may be requested to attend extracurricular events. In the event school is scheduled for only part of a school day, the SRO shall work as SRO for the portion of the work day when school is in session and may otherwise perform such other duties as may be assigned to him within the Police Department.

10. Payment by School District to Town for SRO's Services

a. For the services of the SRO, the School District shall pay the Town the sum of $5,371.32 per month during the regular school year, September through June.

b. The Town Supervisor, or his/her designee, shall notify the School District in writing by March 1st of the preceding school year of any change in the rate charged by the Town to the School District for the services of the SRO for the following school year.

c. The funds paid by the School District to the Police Department shall remain within the budget of the Police Department to cover the overtime costs of the SRO attending extra-curricular activities which occur outside the regular school day.

d. Both the School District and the Police Department shall establish procedures to track the hours and/or full days for which the Police Department provides the services of the SRO to the School District.

e. The Town shall invoice the School District every month for the services of the SRO. Upon verification of such invoices, the School District shall pay the same within thirty (30) days receipt of each invoice.

f. The School District may require the SRO to conform to a means of verifying the SRO's hours of work in the capacity of SRO, including sign in/sign out sheet and/or time card or such other means as are deemed appropriate and effective.

11. Employment Status of SRO

The SRO shall remain at all times an employee of the Police Department and shall not be for any purpose an employee of the School District. The School District and the

Attachment: AmherstSRO2023.2024 for Approval (RES-2023-445 : SRO Contract: Amherst Central School District (CRS# 3970))

Town acknowledge that the SRO shall remain responsive to the chain of command within the Police Department.

12. Grant Funding

The School District may receive local, state and/or federal grants to cover all or part of the costs to be paid to the Police Department for the services of the SRO. The parties agree that they will administer the SRO program at all times to be consistent with the requirements of any such grant. In the event of an inconsistency between this Agreement and the requirements of any such grant, the provisions of such grant shall control, provided that nothing in any such grant shall require an adjustment to the rate of pay by the School District to the Police Department for the services of the SRO, or violate any terms of the Police Department chain of command, rules, regulations, general orders consistent with the collective bargaining agreement.

13. Good Faith

The School District, the Town, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by discussion between the Superintendent and the Chief of Police of the Police Department or their designees.

14. Notices

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, or by express courier service and addressed as follows:

If to the School District:
Superintendent of Schools
Amherst Central School District
55 Kings Highway
Amherst, New York 14226

If to the Police Department:
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, New York 14228

If to the Town:
Town Supervisor
Amherst Town Hall
5583 Main Street
Williamsville, New York 14221

In addition, correspondence will also be sent via email to the particular receiving party as named above.

Attachment: AmherstSRO2023.2024 for Approval (RES-2023-445 : SRO Contract: Amherst Central School District (CRS# 3970))

15. Modification

This Agreement constitutes the full understanding of the parties and not terms, conditions or understandings or agreements purporting to modify or vary the terms of this Agreement shall be binding unless made in writing and signed by the duly authorized representatives of the parties.

16. Non-Assignment

Neither the School District nor the Town or Police Department shall assign, transfer, sublet or otherwise dispose of this Agreement or its right, title or interest in this Agreement or its power to execute the same or to any other person or corporation without the previous consent in writing of the governing bodies of both the School District and the Town. Any assignment of this Agreement not complying with the foregoing shall be null and void and of no force and effect whatsoever.

17. Severability

In the event any provision of this Agreement shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

18. Agreement Interest

No officer or employee of the Town, who is authorized in such capacity on behalf of the Town to negotiate, make, accept or approve or to take part in negotiating, making, accepting or approving this Agreement, shall be, directly or indirectly, interested personally in this Agreement, or in any part hereof. No officer or employee of the Town who is authorized in such capacity on behalf of the Town to exercise any supervisory or administrative function in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof.

19. Hold Harmless

To the fullest extent provided by law, the parties agree to indemnify, hold harmless and defend one another, their agents, employees or any other persons authorized to act for them hereunder against loss or expense, including attorney's fees, by reason a a liability imposed by law upon a party, for damages because of or to persons or to property arising out of or in consequence of the performance of this Agreement resulting from that party's negligence, error, omission, or conduct.

Attachment: AmherstSRO2023.2024 for Approval (RES-2023-445 : SRO Contract: Amherst Central School District (CRS# 3970))

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers the day and year first written above.

TOWN OF AMHERST, NEW YORK

By: _____ _____
Brian J. Kulpa, Supervisor Date

TOWN OF AMHERST, NEW YORK, POLICE DEPARTMENT

By: _____ _____
Scott P. Chamberlin, Chief of Police Date

AMHERST CENTRAL SCHOOL DISTRICT

By: _____ 3/29/23
Anthony Panella, Superintendent Date

Attachment: AmherstSRO2023.2024 for Approval (RES-2023-445 : SRO Contract: Amherst Central School District (CRS# 3970))

EXHIBIT "A"

SCHOOL RESOURCE OFFICER PLACEMENT PLAN

Amherst Police Department &
Amherst Central School District

Introduction

With more attention being paid to the safety of students while they are at school, many communities are considering strategies which are intended to make schools safer environments. Although statistics on school crime and violence convey that such crime and violence are not necessarily occurring in greater numbers, there is, at a minimum, anecdotal evidence which suggests that the types of incidents which are taking place on school property may be more severe in nature and may be having marked negative impact on the educational processes for which schools are responsible. Additionally, media coverage of tragic school shootings and other violence which occurred during the past decade has motivated many communities to act.

One of the ways communities are taking action is by making decisions that law enforcement officers need to be assigned to provide coverage to schools so that safety, security, and order can be maintained. The underlying rationale which is being employed by communities is that a given school's crime and violence problems are not exclusively that school's problems, but are reflective of community problems. Such a rationale leads to consideration of community approaches. Hence, in many communities the "School Resource Officer" (SRO) approach is being considered.

The U.S. Departments of Education, Health and Human Services, and Justice provide a definition for "School Resource Officer":

> *A career law enforcement officer, with sworn authority, deployed in community oriented policing, and assigned by the employing police department or agency to work in collaboration with schools and community-based organizations to: (a) address crime and disorder problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school; (b) develop or expand crime prevention efforts for students; (c) education likely school-age victims in crime prevention and safety; (d) develop or expand community justice initiatives for students; (e) train students in conflict resolution, restorative justice, and crime awareness; (f) assist in the identification of physical changes in the environment that may reduce crime in or around the school; and (g) assist in developing school policy that addresses crime and recommend procedural changes (Safe Schools/Healthy Students Initiative).*

Attachment: AmherstSRO2023.2024 for Approval (RES-2023-445 : SRO Contract: Amherst Central School District (CRS# 3970))

The National Association of School Resource Officers (NASRO) defines "School Resource Officer" as:

> *Officers (who) promote a better understanding of our laws, why they were enacted and their benefits. They provide a visible and positive image for law enforcement. They serve as a confidential source of counseling to students concerning the problems they face. They bring expertise into schools that will help young people make more positive choices in their lives. They also work to protect the school environment and to maintain an atmosphere where teachers feel safe to teach and students feel safe enough to learn (NASRO website).*

Regardless of definition, School Resource Officers have three main functions: *law enforcement officer, law-related teacher, and law-related counselor.* First, as a law enforcement officer, the SRO maintains a safe and secure environment on the school campus that will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances. Second, as a teacher, the SRO promotes positive attitudes regarding the police role in society and informs the students of their rights and responsibilities as lawful citizens. Third, as a counselor, the SRO establishes a more complete liaison with school personnel and students in an effort to prevent juvenile delinquency. According to the National Assessment of School Resource Officer Programs (National Institute of Justice, 2005), SRO's spend on average about 60-65 percent of their time on law enforcement, 25-30 percent counseling, and 5-10 percent teaching.

The most effective way an SRO can accomplish these goals is to be a positive role model; students learn from every interaction they have with an SRO. It is essential for an SRO to endorse high moral standards, use good judgment and discretion, be consistent and fair, respect all students, and display a sincere concern for the school community. School Resource Officers must maintain a professional appearance; be visible, accessible and willing to talk to the students; attend and participate in school activities both during the school year and the summer months; interact positively with the students and the community while taking their concerns seriously; maintain a relationship with the students' parents by attending PTA meetings and parent conferences; and maintain a relationship with the faculty and school administrators.

The SRO interacts with the school administrators and faculty, the student body, and the outside community. Although working in the school, the SRO is still an employee of the law enforcement agency and is responsible for identifying and resolving school safety problems. However, the SRO is not the disciplinarian or chaperone for the school –which job remains with the principal and faculty. As a resource for school administrators, the SRO serves as a means of establishing order and safety so learning can take place. The SRO shares information with faculty on gang activity and truants, provides expertise on crime prevention and responds to and investigates criminal activity in the school. The SRO is also a teacher who provides law-related education to students. As a resource for the student body, the SRO's office with the school serves as a resource center and makes available to students information on topics ranging from date rape to drug abuse. The SRO

Attachment: AmherstSRO2023.2024 for Approval (RES-2023-445 : SRO Contract: Amherst Central School District (CRS# 3970))

also assists the school guidance department by counseling students; giving them the opportunity to talk about their problems and helping them find positive solutions. When necessary, the SRO refers students and family members to appropriate social agencies for additional assistance. Additionally, the SRO responds to requests from parents and the community regarding truants, drug activity, domestic problems, burglaries, thefts, and other school safety issues.

The SRO Program works to prevent juvenile delinquency and create a favorable student/police officer relationship. The Town of Amherst, the Amherst Town Court, school administrators, teachers, parents, and students are all beneficiaries of the SRO Program and, as stakeholders in the search for safer schools, must support and work with the SRO to reduce criminal conduct both on and off campus.

Job Description

- Provide law enforcement and police services to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies
- Work to prevent juvenile delinquency through close contact and positive relationships with students. In addition the SRO shall develop crime prevention programs and conduct security inspections to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with other police personnel, school administration and faculty, and students to design crime prevention strategies.
- Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce School District policies and procedures, Assist school administration in emergency response planning and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.
- Be visible within the school community. Attend and participate in school functions. Build working relationships with the school's staff as well as with student and parent groups.
- Develop, implement and instruct classes in law related topics to support the educational efforts of the faculty. Work closely with teachers in designing and presenting law-related topics and the role of police in our society.
- Work with school counselors and other student support staff to assist students and to provide services to students involved in situations where referral to service agencies are necessary. Assist in conflict resolution efforts.
- Initiate interaction with students in the classroom and general areas of the school building; participate in individual and small group meetings and conferences with students. Promote the profession of police officer and be a positive role model. Increase the accessibility of police to the school community.

Attachment: AmherstSRO2023.2024 for Approval (RES-2023-445 : SRO Contract: Amherst Central School District (CRS# 3970))

Juvenile Crime

Contemporary theories on juvenile delinquency suggest that the proliferation of negative influences in children's lives relate directly to juvenile crime rates. Some of these negative elements are poverty, discrimination, peer pressure, an unstable home life (broken or single parent homes), and unstable school life, psychological instability, changing morals of society, ineffectiveness of the juvenile justice system, direct influences of the mass media, and ignorance to the law and criminal justice system.

Recent statistics indicate that although the overall juvenile violent crime rate within the nation has been on the decline after decades of escalation, juvenile crime rates for other offenses have remained relatively static. Crime in schools has also seen a steady rise during the same periods. According to the National Crime Safety Center, juveniles commit more than 3 million crimes in schools each year. Although part of these changes may be attributable to greater public awareness of crime in schools and increasing pressure on education officials to report school crime incidents, there is no question that violence and crime are on the rise in our schools and affecting our children's ability to learn.

Project Goals

- To maintain a safe and secure environment on the school campus which will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances.
- To promote positive attitudes regarding the police role in society and to inform the students of their rights and responsibilities as lawful citizens.
- To establish a more complete liaison with school personnel and students in a cooperative effort to prevent juvenile delinquency.
- To bridge the gap between police officers and adolescents in order to increase positive attitudes toward law enforcement and to reduce juvenile crime through counseling, teaching about the criminal justice system, and taking a personal interest in the students.

Project Objectives

- Promote student understanding of the law and the criminal justice system.
- Decrease the number of student conduct/criminal violations occurring during the school day and during extracurricular school functions.
- Decrease gang activity and involvement in gangs by students.
- Improve students' attitudes and relationships with law enforcement personnel.
- Increase access of students, parents, and families to community agencies which offer assistance to youths and their families for problems that require professional help.
- Conduct crime prevention programs and improve school officials' response to criminal activity and violence.

Attachment: AmherstSRO2023.2024 for Approval (RES-2023-445 : SRO Contract: Amherst Central School District (CRS# 3970))

Performance Indicators

- Present law-related education to classes during the school year. The SRO will keep a record of all law-related courses that are taught including drug prevention presentations and other programs deemed necessary and appropriate by school administrators and police management.
- The number of student conduct/criminal violations for the school year will be compared to the number from previous school years to determine any increase or decrease.
- The SRO will keep a record of all gang activity on or near campus, attempt to identify the individuals involved, and relate this information to the police department. This information will be compared to records from previous years to determine changes in gang activity. If necessary, the SRO will present gang awareness and prevention training to the student body, faculty, and parent organizations.
- The SRO will assess the students' attitudes toward law enforcement by interacting with them during the school day and during extracurricular activities and through the use of student surveys at the beginning and end of each school year. The relationship between the SRO and the student body will also be assessed through surveys completed by parents, faculty members, and administrators to gauge the effectiveness of the SRO program.
- The SRO will research and document all municipal, county, and state agencies available to provide services to students and their families. A directory of such agencies including points of contact will be developed or maintained. The SRO will hold conferences with students, parents, and school faculty when appropriate and keep a log of this activity. The SRO will also maintain a record of all referral services rendered and follow-up the referrals to determine if they were helpful or if other services are necessary.
- The SRO will maintain a record of all crime prevention lectures or seminars given to the student body or public. The SRO will assist school administrators in surveying school facilities for areas that provide opportunities for commission of a crime and develop a plan to correct the problem. The SRO will also assist school violence prevention teams in developing strategic responses to incidents of violence within the school.
- The commanding officer will be responsible to collect and analyze data, prepare progress reports and write the annual evaluation report.
- Data will be gathered on law enforcement related incidents, law enforcement related course grades, parent and teacher survey results, and outcomes of conferences with students, parents and faculty members, as well as any other information that is explicitly mentioned in the projects' performance indicators.

Attachment: AmherstSRO2023.2024 for Approval (RES-2023-445 : SRO Contract: Amherst Central School District (CRS# 3970))

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 27467 **RESOLUTION 2023-446** **ADOPTED**

Sweet Home Central School District (CRS #3971) Student Resource Officer Program

TOWN BOARD AGENDA ITEM: MAY 8, 2023

TO: **Town Board**

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

RE: **Sweet Home Central School District (CRS #3971)**
Student Resource Officer Program

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Sweet Home Central School District with regard to the above-entitled matter. This agreement will run from July 1, 2023 through June 30, 2024. This agreement has successfully completed the Contract Routing process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 8, 2023)**

5/8/2023
Consent

FINANCIAL IMPACT:

A 3121 .02260: Revenue $53,713.20

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

AGREEMENT
BY AND BETWEEN
TOWN OF AMHERST, NEW YORK
AND
SWEET HOME CENTRAL SCHOOL DISTRICT
FOR SCHOOL DISTRICT RESOURCE OFFICER PROGRAM

THIS AGREEMENT made _____, 2023, by and between the TOWN OF AMHERST, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, having its offices located at 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as the "Town") and the SWEET HOME CENTRAL SCHOOL DISTRICT, an educational corporation organized and existing under the laws of the State of New York, having its principal offices located at 1901 Sweet Home Road, Amherst, New York 14228 (hereinafter referred to as the "School District").

WITNESSETH:

WHEREAS, the School District is desirous of obtaining the services of one (1) full-time School Resource Officer (hereinafter referred to as an "SRO") for the purposes and to provide the services set forth herein; and

WHEREAS, the Town, through its Police Department (hereinafter referred to as the "Police Department") is desirous of providing law enforcement and related services to the School District through providing to the School District an SRO under the terms and conditions set forth herein; and

WHEREAS, the School District and the Town recognize the potential outstanding benefits of providing an SRO to the School District to both the residents of the Town of Amherst, the School District and the students of the School District; and

WHEREAS, it is in the best interests of the School District and the Town to provide for the provision of an SRO by the Town, through its Police Department, to the School District.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth hereinbelow, it is hereby agreed between the Town, the Police Department, and the School District as follows:

1. General Purposes, Project Goals, Project Objectives and Performance Indicators.

It is the intent and provision of this Agreement to provide to the School District the services of an SRO from the Police Department to provide those services listed under the job description contained in Exhibit "A" annexed hereto (entitled the "SRO Placement Plan"), with the project goals and project objectives as set forth in Exhibit "A" which can be measured by the performance indicators set forth in Exhibit "A" and evaluated as set forth

Attachment: SweetHomeSRO2023.2024 for Routing (RES-2023-446 : SRO Contract:Sweet Home Central School District (CRS#: 3971))

in the evaluation plan as set forth in Exhibit "A", all as may also be otherwise set forth in the text of this Agreement.

2. Term of Agreement

The term of this Agreement shall be for the period commencing on July 1, 2023 and culminating on June 30, 2024.

3. Renewal of Agreement

Both parties shall notify the other party of their desire to renew the Agreement by written notice at least thirty (30) calendar days prior to the expiration of the term as set forth in Paragraph 2 above. Upon receipt and written acknowledgment of such notice this Agreement shall renew for successive terms of one (1) year until such time as the Agreement is not renewed by failure to notify in writing of desire to renew as stated above or by notice of termination of this Agreement as set forth in Paragraph 4 and Paragraph 5.b.iiii of this Agreement.

4. Termination of Agreement

This Agreement may be terminated by either party upon thirty (30) calendar days written notice to the other party.

5. Assignment of School Resource Officer

The Chief of Police of the Police Department may assign a regularly employed police officer as the SRO to the School District pursuant to this Agreement as follows:

a. The SRO shall be nominated by the Chief of Police of the Police Department to the School District and, upon the concurrence of the Superintendent of Schools (the "Superintendent") of the School District to that nomination, the SRO shall be assigned as the SRO for the School District.

b. The SRO assigned to the School District must meet the following requirements:

i. The SRO must be a volunteer for the position as SRO.

ii. The person nominated to be SRO must be a full-time certified and sworn police officer with a minimum of three (3) years of law enforcement experience.

iii. The person nominated to be SRO must have had or must acquire specialized training to work with youth at a school site. Such training may consist of university course work for potential SRO candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (e.g. D.A.R.E). Sufficiency of such experience shall be based upon the joint

Attachment: SweetHomeSRO2023.2024 for Routing (RES-2023-446 : SRO Contract:Sweet Home Central School District (CRS#: 3971))

concurrence of the Chief of Police of the Police Department and the Superintendent. The SRO may be re-assigned by the Chief of Police of the Police Department (or his designee) during periods of police emergency, situations which may require augmentation of the police force, or situations which may arise which may require the SRO to act as an officer of the law which may or may not be within the School District. Other times of reassignment may include, but are not limited to, training as required by the Police Department or federal and/or state law, court appearances as required by law, or time off as permitted by the collective bargaining agreement. The SRO will give consideration to the school calendar and use discretion when taking his/her discretionary time off.

iv. In the event the Police Department cannot provide an SRO, or a suitable replacement, for thirty (30) continuous days, the District has the option to terminate this Agreement immediately.

6. Dismissal of School Resource Officer: Replacement

a. In the event the Superintendent determines, in the sole discretion of the Superintendent, that the SRO is not effectively performing his or her duties and responsibilities, the Superintendent shall advise the Chief of Police of the Police Department.

b. The Chief of Police of the Police Department may dismiss or re-assign the SRO based upon Police Department rules, regulations and/or general orders consistent with the collective bargaining agreement. In such an event, a new SRO may be designated in accordance with the procedure outlined as in Paragraph 5 above.

7. Duties of the School Resource Officer

a. The duties of the SRO will include but not be limited to those duties set forth in the SRO Placement Plan annexed hereto as Exhibit "A" as part of the job description or performance indicators.

b. Consistent with the New York State Education Law and the School District's Code of Conduct, school disciplinary functions, including but not limited to all decisions and determinations regarding student discipline, are delegated to School District administrators. SRO(s) shall engage in separate and distinct work functions such as investigatory and security-based tasks, with the primary objective of securing the safety and well being of School District personnel, students, families, and visitors. SRO(s) shall not take part in the determination, issuance, or implementation of student discipline.

8. Duties of the School District

The School District shall provide the following materials and facilities which are deemed necessary for the performance of the SRO's duties:

Attachment: SweetHomeSRO2023.2024 for Routing (RES-2023-446 : SRO Contract:Sweet Home Central School District (CRS#: 3971))

a. A properly lighted private office which shall contain a telephone and shall be appropriate for private conversations between juveniles and the SRO.

b. A location for files and records which should be properly locked and secured.

c. Access to a computer and/or secretarial assistance, and access to a fax machine.

9. Hours of Duty of SRO

a. The Chief of Police of the Police Department shall arrange for the SRO to work a full day (8.25 hours) on each day when school is in session in the School District, except for the provisions set forth in Section 5.b.iii.

b. Additionally, upon the concurrence of the Superintendent and the Police Department, the SRO may be requested to attend extracurricular events. In the event school is scheduled for only part of a school day, the SRO shall work as SRO for the portion of the work day when school is in session and may otherwise perform such other duties as may be assigned to him within the Police Department.

10. Payment by School District to Town for SRO's Services

a. For the services of the SRO, the School District shall pay the Town the sum of $5,371.32 per month during the regular school year, September through June.

b. The Town Supervisor, or his/her designee, shall notify the School District in writing by March 1st of the preceding school year of any change in the rate charged by the Town to the School District for the services of the SRO for the following school year.

c. The funds paid by the School District to the Police Department shall remain within the budget of the Police Department to cover the overtime costs of the SRO attending extra-curricular activities which occur outside the regular school day.

d. Both the School District and the Police Department shall establish procedures to track the hours and/or full days for which the Police Department provides the services of the SRO to the School District.

e. The Town shall invoice the School District every month for the services of the SRO. Upon verification of such invoices, the School District shall pay the same within thirty (30) days receipt of each invoice.

f. The School District may require the SRO to conform to a means of verifying the SRO's hours of work in the capacity of SRO, including sign in/sign out sheet and/or time card or such other means as are deemed appropriate and effective.

11. Employment Status of SRO

The SRO shall remain at all times an employee of the Police Department and shall not be for any purpose an employee of the School District. The School District and the

Attachment: SweetHomeSRO2023.2024 for Routing (RES-2023-446 : SRO Contract:Sweet Home Central School District (CRS#: 3971))

Town acknowledge that the SRO shall remain responsive to the chain of command within the Police Department.

12. Grant Funding

The School District may receive local, state and/or federal grants to cover all or part of the costs to be paid to the Police Department for the services of the SRO. The parties agree that they will administer the SRO program at all times to be consistent with the requirements of any such grant. In the event of an inconsistency between this Agreement and the requirements of any such grant, the provisions of such grant shall control, provided that nothing in any such grant shall require an adjustment to the rate of pay by the School District to the Police Department for the services of the SRO, or violate any terms of the Police Department chain of command, rules, regulations, general orders consistent with the collective bargaining agreement.

13. Good Faith

The School District, the Town, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by discussion between the Superintendent and the Chief of Police of the Police Department or their designees.

14. Notices

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, or by express courier service and addressed as follows:

If to the School District:
Superintendent of Schools
Sweet Home Central School District
1901 Sweet Home Road
Amherst, New York 14228

If to the Police Department:
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, New York 14228

If to the Town:
Town Supervisor
Amherst Town Hall
5583 Main Street
Williamsville, New York 14221

In addition, correspondence will also be sent via email to the particular receiving party as named above.

Attachment: SweetHomeSRO2023.2024 for Routing (RES-2023-446 : SRO Contract:Sweet Home Central School District (CRS#: 3971))

15. Modification

This Agreement constitutes the full understanding of the parties and not terms, conditions or understandings or agreements purporting to modify or vary the terms of this Agreement shall be binding unless made in writing and signed by the duly authorized representatives of the parties.

16. Non-Assignment

Neither the School District nor the Town or Police Department shall assign, transfer, sublet or otherwise dispose of this Agreement or its right, title or interest in this Agreement or its power to execute the same or to any other person or corporation without the previous consent in writing of the governing bodies of both the School District and the Town. Any assignment of this Agreement not complying with the foregoing shall be null and void and of no force and effect whatsoever.

17. Severability

In the event any provision of this Agreement shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

18. Agreement Interest

No officer or employee of the Town, who is authorized in such capacity on behalf of the Town to negotiate, make, accept or approve or to take part in negotiating, making, accepting or approving this Agreement, shall be, directly or indirectly, interested personally in this Agreement, or in any part hereof. No officer or employee of the Town who is authorized in such capacity on behalf of the Town to exercise any supervisory or administrative function in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof.

19. Hold Harmless

To the fullest extent provided by law, the parties agree to indemnify, hold harmless and defend one another, their agents, employees or any other persons authorized to act for them hereunder against loss or expense, including attorney's fees, by reason a a liability imposed by law upon a party, for damages because of or to persons or to property arising out of or in consequence of the performance of this Agreement resulting from that party's negligence, error, omission, or conduct.

Attachment: SweetHomeSRO2023.2024 for Routing (RES-2023-446 : SRO Contract:Sweet Home Central School District (CRS#: 3971))

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers the day and year first written above.

TOWN OF AMHERST, NEW YORK

By: _____ _____
Brian J. Kulpa, Supervisor Date

TOWN OF AMHERST, NEW YORK, POLICE DEPARTMENT

By: _____ _____
Scott P. Chamberlin, Chief of Police Date

SWEET HOME CENTRAL SCHOOL DISTRICT

By: _____ 3-28-23
Michael V. Ginestre, Superintendent Date

Attachment: SweetHomeSRO2023.2024 for Routing (RES-2023-446 : SRO Contract:Sweet Home Central School District (CRS#: 3971))

EXHIBIT "A"

SCHOOL RESOURCE OFFICER PLACEMENT PLAN

Amherst Police Department &
Sweet Home Central School District

Introduction

With more attention being paid to the safety of students while they are at school, many communities are considering strategies which are intended to make schools safer environments. Although statistics on school crime and violence convey that such crime and violence are not necessarily occurring in greater numbers, there is, at a minimum, anecdotal evidence which suggests that the types of incidents which are taking place on school property may be more severe in nature and may be having marked negative impact on the educational processes for which schools are responsible. Additionally, media coverage of tragic school shootings and other violence which occurred during the past decade has motivated many communities to act.

One of the ways communities are taking action is by making decisions that law enforcement officers need to be assigned to provide coverage to schools so that safety, security, and order can be maintained. The underlying rationale which is being employed by communities is that a given school's crime and violence problems are not exclusively that school's problems, but are reflective of community problems. Such a rationale leads to consideration of community approaches. Hence, in many communities the "School Resource Officer" (SRO) approach is being considered.

The U.S. Departments of Education, Health and Human Services, and Justice provide a definition for "School Resource Officer":

> *A career law enforcement officer, with sworn authority, deployed in community oriented policing, and assigned by the employing police department or agency to work in collaboration with schools and community-based organizations to: (a) address crime and disorder problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school; (b) develop or expand crime prevention efforts for students; (c) education likely school-age victims in crime prevention and safety; (d) develop or expand community justice initiatives for students; (e) train students in conflict resolution, restorative justice, and crime awareness; (f) assist in the identification of physical changes in the environment that may reduce crime in or around the school; and (g) assist in developing school policy that addresses crime and recommend procedural changes (Safe Schools/Healthy Students Initiative).*

Attachment: SweetHomeSRO2023.2024 for Routing (RES-2023-446 : SRO Contract:Sweet Home Central School District (CRS#: 3971))

The National Association of School Resource Officers (NASRO) defines "School Resource Officer" as:

> *Officers (who) promote a better understanding of our laws, why they were enacted and their benefits. They provide a visible and positive image for law enforcement. They serve as a confidential source of counseling to students concerning the problems they face. They bring expertise into schools that will help young people make more positive choices in their lives. They also work to protect the school environment and to maintain an atmosphere where teachers feel safe to teach and students feel safe enough to learn (NASRO website).*

Regardless of definition, School Resource Officers have three main functions: *law enforcement officer, law-related teacher, and law-related counselor.* First, as a law enforcement officer, the SRO maintains a safe and secure environment on the school campus that will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances. Second, as a teacher, the SRO promotes positive attitudes regarding the police role in society and informs the students of their rights and responsibilities as lawful citizens. Third, as a counselor, the SRO establishes a more complete liaison with school personnel and students in an effort to prevent juvenile delinquency. According to the National Assessment of School Resource Officer Programs (National Institute of Justice, 2005), SRO's spend on average about 60-65 percent of their time on law enforcement, 25-30 percent counseling, and 5-10 percent teaching.

The most effective way an SRO can accomplish these goals is to be a positive role model; students learn from every interaction they have with an SRO. It is essential for an SRO to endorse high moral standards, use good judgment and discretion, be consistent and fair, respect all students, and display a sincere concern for the school community. School Resource Officers must maintain a professional appearance; be visible, accessible and willing to talk to the students; attend and participate in school activities both during the school year and the summer months; interact positively with the students and the community while taking their concerns seriously; maintain a relationship with the students' parents by attending PTA meetings and parent conferences; and maintain a relationship with the faculty and school administrators.

The SRO interacts with the school administrators and faculty, the student body, and the outside community. Although working in the school, the SRO is still an employee of the law enforcement agency and is responsible for identifying and resolving school safety problems. However, the SRO is not the disciplinarian or chaperone for the school –which job remains with the principal and faculty. As a resource for school administrators, the SRO serves as a means of establishing order and safety so learning can take place. The SRO shares information with faculty on gang activity and truants, provides expertise on crime prevention and responds to and investigates criminal activity in the school. The SRO is also a teacher who provides law-related education to students. As a resource for the student body, the SRO's office with the school serves as a resource center and makes available to students information on topics ranging from date rape to drug abuse. The SRO

Attachment: SweetHomeSRO2023.2024 for Routing (RES-2023-446 : SRO Contract:Sweet Home Central School District (CRS#: 3971))

also assists the school guidance department by counseling students; giving them the opportunity to talk about their problems and helping them find positive solutions. When necessary, the SRO refers students and family members to appropriate social agencies for additional assistance. Additionally, the SRO responds to requests from parents and the community regarding truants, drug activity, domestic problems, burglaries, thefts, and other school safety issues.

The SRO Program works to prevent juvenile delinquency and create a favorable student/police officer relationship. The Town of Amherst, the Amherst Town Court, school administrators, teachers, parents, and students are all beneficiaries of the SRO Program and, as stakeholders in the search for safer schools, must support and work with the SRO to reduce criminal conduct both on and off campus.

Job Description

- Provide law enforcement and police services to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies
- Work to prevent juvenile delinquency through close contact and positive relationships with students. In addition the SRO shall develop crime prevention programs and conduct security inspections to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with other police personnel, school administration and faculty, and students to design crime prevention strategies.
- Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce School District policies and procedures, Assist school administration in emergency response planning and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.
- Be visible within the school community. Attend and participate in school functions. Build working relationships with the school's staff as well as with student and parent groups.
- Develop, implement and instruct classes in law related topics to support the educational efforts of the faculty. Work closely with teachers in designing and presenting law-related topics and the role of police in our society.
- Work with school counselors and other student support staff to assist students and to provide services to students involved in situations where referral to service agencies are necessary. Assist in conflict resolution efforts.
- Initiate interaction with students in the classroom and general areas of the school building; participate in individual and small group meetings and conferences with students. Promote the profession of police officer and be a positive role model. Increase the accessibility of police to the school community.

Attachment: SweetHomeSRO2023.2024 for Routing (RES-2023-446 : SRO Contract:Sweet Home Central School District (CRS#: 3971))

Juvenile Crime

Contemporary theories on juvenile delinquency suggest that the proliferation of negative influences in children's lives relate directly to juvenile crime rates. Some of these negative elements are poverty, discrimination, peer pressure, an unstable home life (broken or single parent homes), and unstable school life, psychological instability, changing morals of society, ineffectiveness of the juvenile justice system, direct influences of the mass media, and ignorance to the law and criminal justice system.

Recent statistics indicate that although the overall juvenile violent crime rate within the nation has been on the decline after decades of escalation, juvenile crime rates for other offenses have remained relatively static. Crime in schools has also seen a steady rise during the same periods. According to the National Crime Safety Center, juveniles commit more than 3 million crimes in schools each year. Although part of these changes may be attributable to greater public awareness of crime in schools and increasing pressure on education officials to report school crime incidents, there is no question that violence and crime are on the rise in our schools and affecting our children's ability to learn.

Project Goals

- To maintain a safe and secure environment on the school campus which will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances.
- To promote positive attitudes regarding the police role in society and to inform the students of their rights and responsibilities as lawful citizens.
- To establish a more complete liaison with school personnel and students in a cooperative effort to prevent juvenile delinquency.
- To bridge the gap between police officers and adolescents in order to increase positive attitudes toward law enforcement and to reduce juvenile crime through counseling, teaching about the criminal justice system, and taking a personal interest in the students.

Project Objectives

- Promote student understanding of the law and the criminal justice system.
- Decrease the number of student conduct/criminal violations occurring during the school day and during extracurricular school functions.
- Decrease gang activity and involvement in gangs by students.
- Improve students' attitudes and relationships with law enforcement personnel.
- Increase access of students, parents, and families to community agencies which offer assistance to youths and their families for problems that require professional help.
- Conduct crime prevention programs and improve school officials' response to criminal activity and violence.

Attachment: SweetHomeSRO2023.2024 for Routing (RES-2023-446 : SRO Contract:Sweet Home Central School District (CRS#: 3971))

Performance Indicators

- Present law-related education to classes during the school year. The SRO will keep a record of all law-related courses that are taught including drug prevention presentations and other programs deemed necessary and appropriate by school administrators and police management.
- The number of student conduct/criminal violations for the school year will be compared to the number from previous school years to determine any increase or decrease.
- The SRO will keep a record of all gang activity on or near campus, attempt to identify the individuals involved, and relate this information to the police department. This information will be compared to records from previous years to determine changes in gang activity. If necessary, the SRO will present gang awareness and prevention training to the student body, faculty, and parent organizations.
- The SRO will assess the students' attitudes toward law enforcement by interacting with them during the school day and during extracurricular activities and through the use of student surveys at the beginning and end of each school year. The relationship between the SRO and the student body will also be assessed through surveys completed by parents, faculty members, and administrators to gauge the effectiveness of the SRO program.
- The SRO will research and document all municipal, county, and state agencies available to provide services to students and their families. A directory of such agencies including points of contact will be developed or maintained. The SRO will hold conferences with students, parents, and school faculty when appropriate and keep a log of this activity. The SRO will also maintain a record of all referral services rendered and follow-up the referrals to determine if they were helpful or if other services are necessary.
- The SRO will maintain a record of all crime prevention lectures or seminars given to the student body or public. The SRO will assist school administrators in surveying school facilities for areas that provide opportunities for commission of a crime and develop a plan to correct the problem. The SRO will also assist school violence prevention teams in developing strategic responses to incidents of violence within the school.
- The commanding officer will be responsible to collect and analyze data, prepare progress reports and write the annual evaluation report.
- Data will be gathered on law enforcement related incidents, law enforcement related course grades, parent and teacher survey results, and outcomes of conferences with students, parents and faculty members, as well as any other information that is explicitly mentioned in the projects' performance indicators.

Attachment: SweetHomeSRO2023.2024 for Routing (RES-2023-446 : SRO Contract:Sweet Home Central School District (CRS#: 3971))

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 27468 **RESOLUTION 2023-447** **ADOPTED**

Memorandum of Understanding Use of Amherst Police Department Community Policing & Training Facility Vista Security Group, Inc. (CRS #4009)

TOWN BOARD AGENDA ITEM: MAY 8, 2023

TO: **Town Board**

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

RE: **Memorandum of Understanding**
Use of Amherst Police Department Community Policing & Training Facility
Vista Security Group, Inc. (CRS #4009)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and the Vista Security Group, Inc., with regard to the above-entitled matter. This MOU has successfully completion the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 8, 2023)**

5/8/2023
Consent

FINANCIAL IMPACT:

A 3122 .02410: Revenue TBD

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

MEMORANDUM OF UNDERSTANDING
BETWEEN TOWN OF AMHERST POLICE DEPARTMENT
AND VISTA SECURITY GROUP, INC.

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Town of Amherst, whose address is 5583 Main Street, Williamsville, New York, To of Amherst Police Department, whose address is 500 John James Audubon Pkwy. Amherst New York 14226 (hereinafter collectively referred to as the "Town"), and the Vista Security Group, Inc. 60 Bryant Woods South, Amherst, New York 14228. As used in this MOU, the term "Parties" describes the Town of Amherst Police Department and the Vista Security Group, Inc.

2. Purpose. This Memorandum of Understanding (MOU) constitutes a professional service and/or shared-use agreement between the parties, wherein the Town of Amherst Police Department will make available to th Vista Security Group, Inc., the Amherst Police Departments Community Policing and Training Facility (hereinafter "Facility") located at 4220 Bailey Avenue, Amherst, New York Department of Criminal Justice Services firearms an related training as described below. The purpose of this MOU is to establish the terms and conditions for use of the Town of Amherst Police Department's Community Policing and Training Facility by the Vista Security Group, Inc.

3. Conditions. In order for the Vista Security Group, Inc. to utilize the Town of Amherst Police Department's Community Policing and Training Facility, approval must be given by the Chief of Police or his designee, and an individual memorandum of understanding. Vista Security Group, Inc. is responsible for complying with all applicable Federal, State, County, Municipal laws, ordinances, and regulations wherein the firearms range/training facility is located. The privilege granted to use the facility will be without any cost or expense to the Amherst Police Department or the Town of Amherst.

4. Use of the facilities. The Town and the Town of Amherst Police Department agrees to allow the Vis Security Group, Inc. use of the agreed upon area of the facility, which is located at 4220 Bailey Avenue, Amherst Ne York to conduct suitable training, together with the necessary rights and ingress and egress to the facility. The Amhe Police Department Community Policing and Training Facility consists of three separate areas and this MOU specifically covers use of the designated training area to be used.

A. Classroom and presentation area located at the southernmost part of the building. Area includes classroom furniture and audio / visual equipment.
B. Realistic training area.
C. Firearms Range

Attachment: MOU Vista Group for Routing 5.2.2023 (RES-2023-447 : MOU: Bailey Range Use: Vista Security Group, Inc. (CRS#: 4009))

5. Scheduling. Scheduling for use of the Town of Amherst Police Department Community Policing and Training Facility is done by request in writing or email to the Chief of Police of the Amherst Police Department or his/her designee. Scheduling of the facility will be a mutually agreeable date and time. A designee of the Amherst Police Department will be responsible for maintaining a schedule of events at the facility and communicating the schedule with the parties involved.

6. Rules and Regulations.

A. The Vista Security Group, Inc. will use reasonable care in its use of the Facility and shall be responsible to the Town and the Town of Amherst Police Department for conducting all activities in a safe an prudent manner and so as not to endanger others while on Town of Amherst property.

B. The Vista Security Group, Inc. shall return the Facility to the Amherst Police Department after eacl use in the same condition as before its use, except for reasonable wear and tear as would be expected with the type of training done, or if it cannot do so, the Vista Security Group, Inc. agrees to immediately notify the To of Amherst Police Department in writing and be responsible to the Town of Amherst for any reasonably necessary repairs relating to the Vista Security Group, Inc. use of the facility. The Vista Security Group, Inc. agrees that they will financially cover the cost of materials for replacement or repairs for any reckless or unnecessary damage caused by their activities as is reasonably determined by the Amherst Police Department

C. The Vista Security Group, Inc. accepts the Facility in "as is" condition and acknowledges that the Town of Amherst makes no warranty in any manner as to the fitness of the facility for any specific purpose.

D. The Vista Security Group, Inc. agrees that the facility shall be used solely for Department of Crimi Justice Services firearms and related training and to follow all posted rules and safety regulations.

E. The Vista Security Group, Inc. agrees to have a qualified instructor present who has attended and completed a safety and orientation briefing presented by an Amherst Police Department facility administrator

F. The Vista Security Group, Inc., its agents, employees, and invitees, agree to abide by all facility anc training safety rules and to attend and complete a safety briefing by a qualified instructor before each use.

G. Violations of any of the agreed upon rules and regulations, or any above stated laws, or any damag (negligent or otherwise) could result in the Vista Security Group, Inc. being charged to pay for said actual anc reasonable damages at the discretion of the Amherst Police Department and may result in the termination of t MOU for Vista Security Group, Inc., resulting in the loss of facility usage for the Vista Security Group, Inc..

Attachment: MOU Vista Group for Routing 5.2.2023 (RES-2023-447 : MOU: Bailey Range Use: Vista Security Group, Inc. (CRS#: 4009))

7. Acknowledgement of Risk.

A. Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, the Vista Security Group, Inc. shall hold the Town of Amherst harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Vista Security Group, Inc. or of its officers or employees when acting within the course and scope of their employment.

B. All persons being trained by the Vista Security Group, Inc., or who are at the Facility at the request invitation of the Vista Security Group, Inc., will be at all times under the direct supervision of authorized Vist Security Group, Inc. instructors. The Vista Security Group, Inc., shall maintain various Commercial Insuranc policies including Commercial General Liability and Excess/Umbrella Liability coverage. Pursuant to this agreement, the Vista Security Group, Inc. shall list the Town of Amherst as an additional insured on a primar non-contributory basis on all applicable liability policies and provide Certificates of Insurance evidencing the same, prior to the commencement of this MOU.

To the fullest extent permitted by law, Vista Security Group, Inc. agrees to indemnify and hold Town of Amhe harmless from all third-party claims, liabilities, damages, and costs (including all reasonable attorney's fees a cost of defense) to the extent caused by the negligent acts, errors, or omissions of Vista Security Group, Inc., contractors, engineers, or anyone for whom the Vista Security Group, Inc. is legally liable.

To the fullest extent permitted by law, Town of Amherst agrees to indemnify and hold Vista Security Group, I harmless from all third-party claims, liabilities, damages, and costs (including all reasonable attorney's fees a cost of defense) to the extent caused by the negligent acts, errors, or omissions of Town of Amherst, contractors, engineers, or anyone for whom the Town of Amherst is legally liable.

C. The Vista Security Group, Inc. is responsible for ensuring that all personnel using the Facility, whi it is assigned to or otherwise being used by the Vista Security Group, Inc., understand and agree that the use c the Facility is an inherently dangerous activity and that in consideration for being allowed to use the Facility, each individual assumes the risk of any injuries that may occur while using the Facility. Further, the Vista Security Group, Inc. is responsible for ensuring that said individuals release the Town of Amherst from any liability for injuries occurring on Town of Amherst property to the extent allowable by law.

D. The Town of Amherst expressly disclaims any and all liability for damage or injury to the Vista Security Group, Inc., its agents, employees or invitees related to this MOU. The Town of Amherst shall not b liable for theft, vandalism or pilferage of the Facility or any items contained therein.

Attachment: MOU Vista Group for Routing 5.2.2023 (RES-2023-447 : MOU: Bailey Range Use: Vista Security Group, Inc. (CRS#: 4009))

8. Term of MOU.

A. This MOU becomes effective when approved by the parties identified below and will remain in effect for five (5) years after the agreement is signed. The parties then have the option to renew the MOU for two (2) additional, five (5) year terms.

B. Either party may terminate this MOU upon thirty (30) days written notification to the other party. Such notice will be the subject of immediate consultation to the parties to decide upon the appropriate course action.

9. General Provisions

A. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of New York. The courts of the State of New York shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Supreme Court, Erie County and New York State. The Chief of Police or their designees have final say on all matters pertaining tc safety, usage and administration at the Facility. This supersedes any and all rank or administrative titles carrie by members of guest agencies.

B. Entirety of Agreement. This MOU, consisting of [6], pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreement whether written or oral.

C. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

D. Sovereign Immunity. The Vista Security Group, Inc. and the Amherst Police Departme and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurrin as a result of this MOU.

E. Third Party Beneficiary Rights. The parties do not intend to create in any other individual o entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall insure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended onl to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to se to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term c condition of this MOU, or to bring an action for the breach of this MOU.

Attachment: MOU Vista Group for Routing 5.2.2023 (RES-2023-447 : MOU: Bailey Range Use: Vista Security Group, Inc. (CRS#: 4009))

F. Force Majeure. Neither the Town of Amherst nor the Vista Security Group, Inc. shall be deemed in default hereunder if either Party is prevented from performing any of the obligations by reason of strikes, labor disputes, acts of God, acts of the public enemy, acts of the government, or sabotage or any other circumstances for which it is not responsible or which are not within its control.

10. Funding. The fee schedule for the Facility is listed below. The fees are necessary to maintain the Facility at a high standard, parties will agree that any fees will be known and agreed to at the time of training scheduling. Any fees paid by any agency constitute that agency's willingness to have a well maintained training venue and at no point will any fees paid constitute any ownership, control or unquestioned right to future use of the Facility. If the fee schedule changes, the Town of Amherst will notify the Parties (60) sixty days prior to changes taking effect.

Firearms Range	$300 / half day (4 hrs.)
Firearms Range	$600 / Full day (8 hrs.)
Realistic Training House	$100 / half day (4 hrs.)
Realistic Training House	$200 / full day (8 hrs.)
Classroom and Presentation Area: $75 / each additional hour scheduled outside of normal business hours (8 AM - 4 PM)	

Attachment: MOU Vista Group for Routing 5.2.2023 (RES-2023-447 : MOU: Bailey Range Use: Vista Security Group, Inc. (CRS#: 4009))

11. Signatures. In witness whereof, the parties to this MOU through their duly authorized representativ have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Vista Security Group, Inc.

4/13/23

[Name and Title] Date

Daniel J. Mania, Partner, Vista Security Group, Inc.

[Name and Title] Date

Town of Amherst Police Department

Brian J. Kulpa, Town Supervisor Date

Scott P. Chamberlin, Chief of Police Date

Attachment: MOU Vista Group for Routing 5.2.2023 (RES-2023-447 : MOU: Bailey Range Use: Vista Security Group, Inc. (CRS#: 4009))

VISTSEC-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/13/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 # 0757776 HUB International Insurance Services Inc. 548 W Cromwell Avenue Suite 101 Fresno, CA 93711	CONTACT NAME: Lynn Linderman PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: lynn.linderman@hubinternational.com
INSURED Vista Security Group, Inc. 60 Bryant Woods South Amherst, NY 14228	INSURER A : Allied World Surplus Lines Insurance Company 24319 INSURER B : AmGuard Insurance Company 42390 INSURER C : State Insurance Fund INSURER D : Twin City Fire Insurance Company 29459 INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		5200-4038-00	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000, $ 100, $ 10, $ 1,000, $ 3,000, $ 3,000,
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			VIAU327086	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000, $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			5201-1734-00	7/1/2022	7/1/2023	EACH OCCURRENCE AGGREGATE	$ 5,000, $ 5,000,
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		B 1484 403-9	6/28/2022	6/28/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000, $ 1,000, $ 1,000,
D	Worker's Compensatio			16WEQY5BVW	2/1/2023	2/1/2024	$1M/$1M/$1M	

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

Location: 4220 Bailey Ave. Amherst, NY 14226

Subject to a signed and dated written contract or written agreement that includes an additional insured requirement in favor of the certificate holders, certificate holders are additional insured (CG2010 04/13).

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Amherst, NY 14226

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: MOU Vista Group for Routing 5.2.2023 (RES-2023-447 : MOU: Bailey Range Use: Vista Security Group, Inc. (CRS#: 4009))

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 27469 **RESOLUTION 2023-448** **ADOPTED**

Memorandum of Understanding Use of Amherst Police Department Community Policing & Training Facility United States Naval Sea Cadet Corps. (CRS #4006)

TOWN BOARD AGENDA ITEM: MAY 8, 2023

TO: **Town Board**

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

RE: **Memorandum of Understanding**
Use of Amherst Police Department Community Policing & Training Facility
United States Naval Sea Cadet Corps. (CRS #4006)

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

Thank you.

SPC: msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 8, 2023)**

5/8/2023
Consent

FINANCIAL IMPACT:

A 3122 .02410: Revenue TBD

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

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement ("Agreement") is entered as of the _____ day of May, 2023 by and between the United States Naval Sea Cadet Corps, whose addresses 1 Naval Marina Park S, Buffalo, New York 14[illegible] ("Naval Sea Cadet Corps") and the town of Amherst, 5583 Main Street, Williamsville, New York and the Town of Amh Police Department, 500 John James Audubon Parkway, Buffalo, New York 14228 (collectively "Town).

1. To assist the Naval Sea Cadet Corps with on location training at 4220 Bailey Avenue, Amherst, New York, bearing SBL# 67.65-1-6 Amherst Police Training Facility, Naval Sea Cadet Corps needs access to the site the purposes of conducting recruit training on [].

2. The TOWN, for valuable consideration the sufficiency and receipt of which is hereby acknowledged, hereby grants Naval Sea Cadet Corps, the right to enter upon the Amherst Police Training Facility for purposes described.

3. The Naval Sea Cadet Corps assumes all risks of, and agrees to indemnify, protect and save harmless the Town and its successors and assigns from all loss, damage, or injury to persons (including, without limitatior personal injuries resulting in death) or property and from all claims, demands, suits, liabilities, obligations an expenses arising therefrom, including reasonable legal fees and expenses, caused by or in any way connec with the exercise of the rights granted hereunder, except to the extent the same shall be caused by the sole negligent or sole intentional act or omission of any employee, officer, agent, invitee or representative of the TOWN. In the event that any judgment, lien or other encumbrance is placed upon or levied against the Baile Training Property in any suit or other proceedings due to the Naval Sea Cadet Corps activities, Naval Sea Cadet Corps will immediately cause the same to be discharged by the posting of a bond or otherwise.

4. The Naval Sea Cadet Corps shall maintain at all times during the term of the Agreement Commercial Gene Liability insurance in the amount of $1,000,000 per occurrence for personal injury and advertising injury with the TOWN added as an additional insured on a primary and noncontributory basis to protect the TOWN from against any and all claims, demands and cause of actions, arising by reason of any work performed by Nava Sea Cadet Corps and said work will not commence under the Agreement until an appropriate certificate of insurance has been provided to the TOWN.

5. To the fullest extent permitted by law, the Naval Sea Cadet Corps will indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, expenses (including legal fees and court costs), awards or judgements imposed upon the Town, its officers, agents, and/or employees, arising from the negligence, active or passive, of the Naval Sea Cadet Corps, its officers, agents subcontractors, and/or employees in carrying out training or other related activities on the Amherst Police Training Facility.

6. The United States Naval Sea Cadet Corps, its agents, employees, and invitees, agree to abide by all facility a training safety rules and to attend and complete a safety briefing by a qualified instructor before each use.

7. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by t 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 sha expressly include the same.

8. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the agreement will be held in Erie County, New York.

Attachment: MOU Naval Sea Cadet Corps for Routing (RES-2023-448 : MOU: Bailey Range Use: U.S. Naval Sea Cadet Corps. (CRS#: 4006))

9. Each and every provision of law and clause required by law to be inserted in the contract shall be de have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith and executed by the parties to make such insertion.

10. This agreement shall be effective as of the date first set forth above and the Agreement shall terminate on [enter date here].

11. The fees associated with the use of the Amherst Police Training Facility are as follows.

Realistic Training House	$100 / half day (4 hrs.)
Realistic Training House	$200 / full day (8 hrs.)

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth above.

TOWN OF AMHERST

By: _____

Name: Hon. Brian J. Kulpa

Title: Town Supervisior

NAVAL SEA CADET CORPS

By: LCDR Todd Caughill

Name LCDR Todd Caughill

Title: Commanding Officer, USNSCC

Attachment: MOU Naval Sea Cadet Corps for Routing (RES-2023-448 : MOU: Bailey Range Use: U.S. Naval Sea Cadet Corps. (CRS#: 4006))

Client#: 1393706 49USNAV2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/10/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff Insurance Services
8200 Greensboro Dr. 10th Floor
McLean, VA 22102-2924
703 352-2222

CONTACT NAME: Caroline George
PHONE (A/C, No, Ext): 703 352-2222 **FAX (A/C, No):** 866-925-7123
E-MAIL ADDRESS: CertificatesVAWV@McGriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Indemnity Company	23280
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
US Naval Sea Cadet Corps
2300 Wilson Boulevard #200
Arlington, VA 22201

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			ENP0059849	02/01/2023	02/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $500,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			EBA0059849	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $0			ENP0059849	02/01/2023	02/01/2024	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EWC037055805	02/01/2023	02/01/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $100,000 $100,000 $500,000

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

Named Insureds: US Naval Sea Cadet Corps & affiliated councils within the USA and its territories or possessions

The Town of Amherst, 5583 Main Street, Williamsville, New York 14226 and the Town of Amherst Police Department, 500 John James Audubon Parkway, Buffalo, New York 14228 are included as Additional Insured on a (See Attached Descriptions)

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14226

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

Caroline George

Attachment: MOU Naval Sea Cadet Corps for Routing (RES-2023-448 : MOU: Bailey Range Use: U.S. Naval Sea Cadet Corps. (CRS#: 4006))

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

Primary and Non-Contributory basis with respect to General Liability Coverage where required by written contract.

Attachment: MOU Naval Sea Cadet Corps for Routing (RES-2023-448 : MOU: Bailey Range Use: U.S. Naval Sea Cadet Corps. (CRS#: 4006))

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 27485 **RESOLUTION 2023-449** **ADOPTED**

Memorandum of Understanding Use of APD Firearms Range Homeland Security Investigations-Buffalo (CRS #4017)

TOWN BOARD AGENDA ITEM: MAY 8, 2023

TO: **Town Board**

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

RE: **Memorandum of Understanding**
Use of APD Firearms Range
Homeland Security Investigations-Buffalo (CRS #4017)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and Homeland Security Investigations-Buffalo with regard to the above-entitled matter. This MOU has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 8, 2023)**

5/8/2023
Consent

FINANCIAL IMPACT:

A 3120 .05001: Revenue

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

MEMORANDUM OF UNDERSTANDING
BETWEEN TOWN OF AMHERST POLICE DEPARTMENT
AND HOMELAND SECURITY INVESTIGATIONS - BUFFALO

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Town of Amherst, whose address is 5583 Main Street, Williamsville, New York, Town of Amherst Police Department, whose address is 500 John James Audubon Pkwy. Amherst New York 14226 (hereinafter collectively referred to as the "Town") , and the Homeland Security Investigations - Buffalo, whose address is 250 Delaware Avenue, Buffalo, New York 14202. As used in this MOU, the term "Parties" describes the Town of Amherst Police Department and the Homeland Security Investigations - Buffalo.

2. Purpose. This Memorandum of Understanding (MOU) constitutes a professional service and/or shared-use agreement between the Parties, wherein the Town of Amherst Police Department will make available to the Homeland Security Investigations - Buffalo, the Amherst Police Departments Firearms Range (hereinafter "Facility") located at 500 John James Audubon Pkwy. Amherst, New York 14228 for firearms and related law enforcement training as described below. The purpose of this MOU is to establish the terms and conditions for use of the Town of Amherst Police Department Firearms Range by the Homeland Security Investigations - Buffalo.

3. Conditions. In order for the Homeland Security Investigations - Buffalo to utilize the Facility, approval must be given by the Town and the Town's Chief of Police or his designee. The City is responsible for complying with all applicable Federal, State, County, Municipal laws, ordinances, and regulations wherein the firearm range/training facility is located. The privilege granted to use the Facility will be without cost or expense to the Amherst Police Department or the Town of Amherst.

4. Use of the Facility. The Amherst Police Department agrees to allow the Homeland Security Investigations - Buffalo use of the agreed upon area of the facility, which is located at 500 John James Audubon Pkwy Amherst New York 14228 to conduct suitable training, together with the necessary rights and ingress and egress to the facility.

5. Scheduling. Scheduling for use of the Town of Amherst Police Department Firearms Range i done by request in writing or email to the Chief of Police of the Amherst Police Department or his/her designee. Scheduling of the facility will be a mutually agreeable date and time. A designee of the Amherst Police Department will be responsible for maintaining a schedule of events at the facility and communicating the schedule with the partie involved.

Attachment: HSI MOU APD HQ for CRS Routing (RES-2023-449 : MOU: APD Range Use: Homeland Security Investigations-Buffalo (CRS#:

6. **Rules and Regulations.** A. The Homeland Security Investigations - Buffalo will use reasonable care in its use of the Facility and shall be responsible to the Town of Amherst Police Department for conducting all activities in a safe and prudent manner and so as not to endanger others while on Town of Amherst property.

B. The Homeland Security Investigations - Buffalo shall return the Facility to the Amherst Police Department after each use in the same condition as before its use, except for reasonable wear and tear as would be expected with the type of training done, or if it cannot do so, the Homeland Security Investigations - Buffalo agrees to immediately notify the Town of Amherst Police Department in writing and be responsible to the Town of Amherst for any reasonably necessary repairs relating to the City's use of the facility. The Homeland Security Investigations - Buffalo agrees that they will financially cover the cost of materials for replacement or repairs for any reckless or unnecessary damage caused by their activities as is reasonably determined by the Amherst Police Department.

C. The Homeland Security Investigations - Buffalo accepts the Facility in "as is" condition and acknowledges that the Town of Amherst makes no warranty in any manner as to the fitness of the facility for any specific purpose.

D. The Homeland Security Investigations - Buffalo agrees that the Facility shall be used solely in the service for law enforcement purposes, such as training, and to follow all posted rules and safety regulations.

E. The Homeland Security Investigations - Buffalo agrees to have a qualified instructor present who has attended and completed a safety and orientation briefing presented by an Amherst Police Department Facility administrator.

F. The Homeland Security Investigations - Buffalo, its agents, employees, and invitees, agree to abide by all Facility and training safety rules, which will be provided prior to any training, and to attend and complete a safety briefing by a qualified instructor before each use.

G. Violations of any of the agreed upon rules and regulations, or any above stated laws, or any damage (negligent or otherwise) could result in the Homeland Security Investigations - Buffalo being charged to pay for said actual and reasonable damages at the discretion of the Town and may result in the termination of this MOU for Homeland Security Investigations - Buffalo, resulting in the loss of Facility usage for the Homeland Security Investigations - Buffalo.

7. **Acknowledgement of Risk.**

To the fullest extent permissible by New York State law the Homeland Security Investigations - Buffalo agrees to hold harmless the Town of Amherst and its officials, agents and employees, and agrees to indemnify and defend the Town of Amherst and its officials, agents and employees against any and all liability, claims or damages including reasonable attorneys' fees, arising out of the Homeland Security Investigations - Buffalo use of the firing range by person or persons who are officials, professionals affiliated with, or employees of the Homeland Security Investigations - Buffalo acting within the scope of their employment arising from any activities relating to this Agreement.

Attachment: HSI MOU APD HQ for CRS Routing (RES-2023-449 : MOU: APD Range Use: Homeland Security Investigations-Buffalo (CRS#:

All persons being trained by the Homeland Security Investigations - Buffalo, or who are at the Facility at the request or invitation of the Homeland Security Investigations - Buffalo, will be at all times under the direct supervision of authorized Homeland Security Investigations - Buffalo instructors. The Homeland Security Investigations - Buffalo, a a Federal agency of the United States of America, is self-insured and will, pursuant to the terms and conditions of the law assume financial responsibility for all claims for personal or property damage, including death, caused by the negligent or wrongful acts of the Homeland Security Investigations - Buffalo employees acting in the scope of their employment during the use of the property. The Town of Amherst disclaims any and all liability for damage to any property owned by Homeland Security Investigations - Buffalo, including any vehicles (personally or agency owned) that are brought to the facility.

The Homeland Security Investigations - Buffalo is responsible for ensuring that all personnel using the Facility, while is assigned to or otherwise being used by the Homeland Security Investigations - Buffalo, understand and agree that tl use of the Facility is an inherently dangerous activity and that in consideration for being allowed to use the Facility, each individual assumes the risk of any injuries that may occur while using the Facility. Further, the Homeland Security Investigations - Buffalo is responsible for ensuring that said individuals release the Town of Amherst from a liability for injuries occurring on Town of Amherst property to the extent allowable by law.

The Town of Amherst expressly disclaims any and all liability for damage or injury to Homeland Security Investigations - Buffalo, its agents, employees or invitees related to this MOU. The Town of Amherst shall not be liable for theft, vandalism or pilferage of the Facility or any items contained therein.

8. Term of MOU. This MOU becomes effective when approved by the parties identified below an will remain in effect for five (5) years after the agreement is signed. The parties then have the option to renew the MOU for two (2) additional, five (5) year terms. Either party may terminate this MOU upon thirty (30) days written notification to the other party. Such notice will be the subject of immediate consultation to the parties to decide upon the appropriate course of action.

9. General Provisions

A. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of New York. The courts of the State of New York shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the 8th Judicial District, Erie County and New York State. The Chief of Police or their designees have final say on all matters pertaining to safety, usage and administration at the Facility. This supersedes any and all rank or administrative titles carried by members of guest agencies.

B. Entirety of Agreement. This MOU, consisting of 5 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

Attachment: HSI MOU APD HQ for CRS Routing (RES-2023-449 : MOU: APD Range Use: Homeland Security Investigations-Buffalo (CRS#:

C. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

D. Sovereign Immunity. The Homeland Security Investigations - Buffalo and the Town an their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

E. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall insure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and express agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

F. Force Majeure. Neither the Town nor Homeland Security Investigations - Buffalo shall b deemed in default hereunder if either Party is prevented from performing any of the obligations by reason of strikes, labor disputes, acts of God, acts of the public enemy, acts of the government, or sabotage or any other circumstances for which it is not responsible or which are not within its control

10. Funding. The fee schedule for the Facility is listed below. The fees are necessary to maintain the Facility at a high standard. Parties will agree that any fees will be known and agree to at the time of training schedulir Any fees paid by any agency constitute that agency's willingness to have a well maintained training venue and at no point will any fees paid constitute any ownership, control or unquestioned right to future use of the Facility.

Firearms Range:	$300 / half day (4 hrs.)
$75 / each additional hour scheduled	

Attachment: HSI MOU APD HQ for CRS Routing (RES-2023-449 : MOU: APD Range Use: Homeland Security Investigations-Buffalo (CRS#:

11. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

[AGENCY]

Special Agent 4/12/23

[Name and Title] Date

CHARLES DITTMER

[Name and Title] Date

[AGENCY]

[Name and Title] Date

[Name and Title] Date

Attachment: HSI MOU APD HQ for CRS Routing (RES-2023-449 : MOU: APD Range Use: Homeland Security Investigations-Buffalo (CRS#:

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 27481 **RESOLUTION 2023-450** **ADOPTED**

Psychological Testing for Police Officers (CRS #4032) University Psychiatric Practice, Inc.

TOWN BOARD AGENDA ITEM: MAY 8, 2023

TO: **Town Board**

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

RE: **Psychological Testing for Police Officers (CRS #4032)**
University Psychiatric Practice, Inc.

Kindly adopt a resolution authorizing the Supervisor to adopt and execute a professional services agreement between the Town of Amherst (Police) and University Psychiatric Practice, Inc., 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
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 8, 2023)**

5/8/2023
Consent

FINANCIAL IMPACT:

A 3120 .4090: 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: 05/08/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 27503 **RESOLUTION 2023-451** **ADOPTED**

Permission to Spend T Account Funds

Authorize the purchase of $500.00 in gift cards by the staff of the Senior Center to provide incentives for University Express instructors. These funds were donated to the Senior Center by the Amherst Generations Foundation for this sole purpose and are being held in account T2100. Instructors would receive no more than one $25.00 card per session (for a total of $50.00 if they teach in both the spring and the fall).

5/8/2023
Consent

FINANCIAL IMPACT:

T 2100-4002; $500.00

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27495 **RESOLUTION 2023-452** **ADOPTED**

Piggyback Erie County Contract - United Survey Cured-In-Place Pipe Lining Services CRS No. 4008

The Engineering Department is requesting that the Town Board authorize an agreement to piggyback the Erie County contract 222253-02 with United Survey, Inc. for Cured-In-Place Pipe Lining services. The services of this contract will be utilized to re-line sections of the Town's sewer system. This contract will be valid through April 12, 2025.

Funding for this contract will be Town-wide and various and inclusive of a bond account KP2304-4972.

This request has successfully completed the contract review process.

Thank you for considering this request.

5/8/2023
Consent

FINANCIAL IMPACT:

Townwide;Various & KP2304-4972; Amount TBD

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

AGREEMENT

Let this document stand as an Agreement between United Survey, Inc. and the Town of Amherst permitting the Town of Amherst to participate in the Cured-In-Place Pipe Lining services under the Erie County Contract Bid Contract 222253-02 for the contract term through April 13, 2023 through April 12, 2025.

Agreed to and Accepted by:

By: _____
Signature

JOSEPH TARTABINI, JR.
Printed name

PRESIDENT
Title

Date: APRIL 19, 2023

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: United Survey Agreement (RES-2023-452 : Piggyback Erie County Contract - United Survey)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27496 **RESOLUTION 2023-453** **ADOPTED**

Payment Authorization and Budget Transfer Request Monroe Tractor & Implement Co., Inc.

The Engineering Department - Water Pollution Control Facility is requesting that the Town Board authorize payment to Monroe Tractor & Implement Co., Inc. for $7,465.35 as stated on the attached invoice W08845. On March 16, 2023, the division's Case 721-C front end loader had mechanical issues that wouldn't allow the machine to operate. As this piece of equipment is continuously utilized to move our sludge and grit boxes, and for snow removal, repair of the unit was critical. Monroe Tractor was authorized to complete the repair offsite.

We are also requesting that funds be transferred per the attached budget transfer form, from G9916-2600 to G9916-4910 to cover this repair.

Funds will be available from account G9916-4910.

Thank you for considering this request.

5/8/2023
Consent

FINANCIAL IMPACT:

G9916-4910; $7,465.35

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

BUDGET TRANSFER

Memo

To : Town Comptroller

From : Crystal Russell

Date : 5/1/23

Re : Budget Transfer Request

Please process the following budget transfer: $7,465.35

BUDGETARY TRANSFER **FROM** ACCOUNT:	**TO** ACCOUNT:
G9916-2600	G9916-4910

DEPARTMENT HEAD APPROVAL (SIGNATURE)

DEPARTMENT HEAD (PRINT NAME) Jerome Juszynski

DATE 5/2/2023

X:\Crystal\Budget Transfers\210712_budget_transfer.doc

Attachment: Monroe Tractor Invoice (RES-2023-453 : Payment Authorization and Budget Transfer Request)

MONROE TRACTOR
we keep you working

Adams Center, NY 315.583.5486 • Albany, NY 518.785.8013 • Auburn, NY 315.258.0122
Batavia, NY 585.343.9263 • Binghamton, NY 607.754.6570 • Buffalo, NY 716.681.7100
Campbell, NY 607.739.8741 • Canandaigua, NY 585.394.7260 • Derby, VT 703.498.9836
Hartford, CT 860.920.0075 • New Haven, VT 802.458.0250 • Rochester, NY/Corp. 585.334.3867
Syracuse, NY 315.452.0000 • Westborough, MA 508.845.4343 • Woburn, MA 781.933.4217
www.monroetractor.com

SHIP TO IN STORE PICKUP

RECEIVED MAR 3 0 2023

SOLD TO TOWN OF AMHERST WASTE WATER
455 TONAWANDA CREEK RD
AMHERST NY 14228

Branch		
BUFFALO	*REPRINT*	
Date	Time	Page
03/24/23	22:47:27 (B)	01
Account No.	Phone No.	Invoice No.
AMHER004	7166919771	W08845
Ship Via	Purchase Order	
	Salesperson	
	JHE	

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
N36941	CASE 721C WHEEL LO 721C	5830	JEE0123977		

SEGMENT# 1 C 2392 NA 03/16/23 03/16/23 03/17/23
PARK BRAKE STUCK ON
COMPLAINT:
CUSTOMER STATES MACHINE WILL GO INTO GEAR BUT WILL NOT MOVE BECAUSE PARKING BRAKE STAYS ON. MACHNE LOCATED AT 455 TONAWANDA CREEK RD AMHERST NY 14228. CONTACT JERRY 716-262-4056
CORRECTION:
JS JB 3-23-23
PERFORMED FLOW TEST ON BRAKE PUMP (WEAK), FOUND ALUM. IN LINE WHILE REMOVING OFF PUMP. REMOVED PUMP AND SWITCHED DRIVE GEAR TO NEW PUMP. TORQUED TO 60 FT LBS. CLEANED MATTING SURFACE. RE-INSTALLED WITH NEW GASKET.
REMOVED AND REPLACED CHARGE VALVE, STARTED UNIT AND BLEED SYSTEM.
JB JB 3-23-23
SECURED LOADER IN AIR, USED HEAT TO REMOVED CYLINDER ROD AND PACKING. CLEANED ALL PARTS AND INSTALLED NEW SEAL KIT.
RE-ASSEMBLED CYLINDER.
RAN UNIT IN YARD AND CHECKED FOR LEAKS.
WASHED UNIT.
ADDITIONAL DESCRIPTION:
JS 3-16-23
DROVE TO LOCATION
HOOKED GAUGES TO ACCUMULATORS, STARTED UNIT, PRESSURE AT 236 PSI, "STOP" "BRAKE" and ALARM IS ON.
SHUT UNIT DOWN AND RE-STARTED, PRESSURE WENT TO 2600 PSI and ALL LIGHTS AND ALARMS WENT OFF.
NEED BOOK FOR MORE INFO.

CONTINUED ON PAGE 02

PAYMENT: PAYMENT DUE UPON RECEIPT OF INVOICE.
1.5% per month service charge (18% annual) on past due invoices. All claims and returned parts must be accompanied by this invoice. A handling charge may be added on all returned parts. Shop repairs are guaranteed for 90 days unless otherwise stated.

PLEASE REMIT TO: Monroe Tractor & Implement Co., Inc.
P.O. Box 370
Henrietta, NY 14467

Attachment: Monroe Tractor Invoice (RES-2023-453 : Payment Authorization and Budget Transfer Request)

MONROE TRACTOR
we keep you working

Adams Center, NY 315.583.5486 • Albany, NY 518.785.8013 • Auburn, NY 315.258.0122
Batavia, NY 585.343.9263 • Binghamton, NY 607.754.6570 • Buffalo, NY 716.681.7100
Campbell, NY 607.739.8741 • Canandaigua, NY 585.394.7260 • Derby, VT 703.498.9836
Hartford, CT 860.920.0075 • New Haven, VT 802.458.0250 • Rochester, NY/Corp. 585.334.3867
Syracuse, NY 315.452.0000 • Westborough, MA 508.845.4343 • Woburn, MA 781.933.4217
www.monroetractor.com

SHIP TO
IN STORE PICKUP

SOLD TO
TOWN OF AMHERST WASTE WATER
455 TONAWANDA CREEK RD
AMHERST NY 14228

Branch		
BUFFALO		
Date	Time	Page
03/24/23	22:47:27 (B)	02
Account No.	Phone No.	Invoice No.
AMHER004	7166919771	W08845
Ship Via	Purchase Order	
	Salesperson	
	JHE	

SERVICE INVOICE

STK#/FLEET# HRS PIN/EIN WARRANTY DATE HRS
N36941 CASE 721C WHEEL LO 5830 JEE0123977
721C
JS 3-17-23
WITH DOING RESEARCH AND LOOKING AT PRESSURES, IT WOULD BE
MOST COST EFFECTIVE TO BRING UNIT TO SHOP.
FRT

	SHIP & HNDLG	2	167.63	335.25
	SHIPPING & HANDLING			
144169C2	GASKET	2 N	28.58	57.16
1543305C1	KIT, GASKET	1 N	255.06	255.06
1986753C1	SEAL	1 N	44.40	44.40
313362A1	VALVE	1 N	1901.38	1901.38
86642312	SCREW, SELF-TAP	1	5.46	5.46
87453067	PUMP, HYDR	1 N	674.65	674.65
			PARTS	3273.36
			LABOR	2142.00
10400000			SUBLET	2049.99
			SEGMENT TOTAL==>	7465.35

****** WORK ORDER TOTALS ******

PARTS	3273.36
LABOR	2142.00
SUBLET	2049.99
CHARGE SALE	7465.35

PAYMENT: PAYMENT DUE UPON RECEIPT OF INVOICE.
1.5% per month service charge (18% annual) on past due invoices. All claims and returned parts must be accompanied by this invoice. A handling charge may be added on all returned parts. Shop repairs are guaranteed for 90 days unless otherwise stated.

PLEASE REMIT TO: Monroe Tractor & Implement Co., Inc.
P.O. Box 370
Henrietta, NY

Attachment: Monroe Tractor Invoice (RES-2023-453 : Payment Authorization and Budget Transfer Request)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27498 **RESOLUTION 2023-454** **ADOPTED**

Payment Authorization - Cambria Asphalt Products

The Engineering Department Sewer Maintenance Division is requesting the Town Board authorize the Comptroller's Office to pay the attached invoice in the amount of $1,604.90 to Cambria Asphalt Products for cold patch that was purchased. The wrong vendor was utilized for this purchase. The Town has a contract for cold patch with a different vendor.

Funding for this purchase is available in account G9000-4330.

Thank you for considering this request.

5/8/2023
Consent

FINANCIAL IMPACT:

G9000-4330; $1,604.90

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

CAMBRIA ASPHALT PRODUCTS
10830 BLAIR RD
MEDINA, NY 14103
(585) 798-4501

Invoice

Invoice Date	Invoice #
03/31/2023	32300072
Terms: Net 30	
	Page 1

Bill To:

TOWN OF AMHERST ENGINEERING
1100 NORTH FOREST RD
WILLIAMSVILLE, NY 14221

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2023 APR 11 P 3:24

Description (Ticket, Date and Material)	Quantity	Unit $	Material $	Delivery $	Fuel Sur $	Line Tot
Job: 1 -						
Material: COLD						
128898 3/28/2023 COLD PATCH	7.74	$110.00 /tn	$851.40	$0.00	$0.00	$851.4
128901 3/28/2023 COLD PATCH	6.85	$110.00 /tn	$753.50	$0.00	$0.00	$753.5
Material: COLD Totals:	14.59		$1,604.90	$0.00	$0.00	$1,604.9
Job: 1 Totals:			$1,604.90	$0.00	$0.00	$1,604.9

Sub Totals	$1,604.90	$0.00	$0.00	$1,604.9(
Tax Total				$0.0(
Balance Due				**$1,604.90**

Attachment: Cambria Asphalt Invoice (RES-2023-454 : Payment Authorization - Cambria Asphalt Products)

CAMBRIA ASPHALT
5204 LKPT JUNCTION RD.
LOCKPORT, NY 14094
716 438-1009

Date: 03/28/23
Time: 08:36
*** Delivery ***

Ticket #: 128898
Plant: P1

Customer: AMHENG
AMHERST ENGINEERING

Job: PO
PO#22213151

,

,

P.O.#:

Carrier: AMENG
AMHERST ENGINEERING
Truck: AMENG1I
License:

Phase: 1

Zone: NONE
NONE

Product: COLD
COLD PATCH
JMF:

(Daily)	Loads:	1	Amount:	7.74 TN	7.02 Mg
(To-Date)	Loads:	2	Amount:	12.77 TN	11.58 Mg

Gross:	15.14 TN	30280 lb	13.74 Mg
Tare:	7.40 TN	14800 lb	6.71 Mg
Net:	7.74 TN	15480 lb	7.02 Mg

Received By:_____
Weighmaster: PAUL PASS

CAMBRIA ASPHALT
5204 LKPT JUNCTION RD.
LOCKPORT, NY 14094
716 438-1009

Date: 03/28/23
Time: 10:41
*** Delivery ***

Ticket #: 128901
Plant: P1

Customer: AMHENG
AMHERST ENGINEERING

Job: PO
PO#22213151

,

,

P.O.#:

Carrier: AMENG
AMHERST ENGINEERING
Truck: AMENG1I
License:

Phase: 1

Zone: NONE
NONE

Product: COLD
COLD PATCH
JMF:

(Daily)	Loads:	2	Amount:	14.59 TN	13.24 Mg
(To-Date)	Loads:	3	Amount:	19.62 TN	17.80 Mg

Gross:	14.25 TN	28500 lb	12.93 Mg
Tare:	7.40 TN	14800 lb	6.71 Mg
Net:	6.85 TN	13700 lb	6.21 Mg

Received By:_____
Weighmaster: PAUL PASS

Attachment: Cambria Asphalt Invoice (RES-2023-454 : Payment Authorization - Cambria Asphalt Products)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27502 **RESOLUTION 2023-455** **ADOPTED**

JDV Sludge Conveyor Replacement Parts Procurement JDV Equipment Corporation CRS No. 3935

The Engineering Department WPCF is currently in need of additional parts to have in stock for the routine maintenance of our sludge conveyor. Having spare parts available will eliminate the 6-8 week down time when crucial repairs need to be made to our JDV Sludge Conveyor System. The required parts are "Sole Source" and are purchased directly from the Original Equipment Manufacturer JDV Equipment Corporation.

The WPCF is requesting that the Town Board authorize the Supervisor to sign an agreement to procure the required JDV Conveyor replacement parts listed on JDV's proposal quote #2023-8627 at a cost of $121,747.00.

The WPCF would also ask the Town Board for a waiver from insurance requirements, as JDV Equipment would utilize a third party delivery service.

This request has successfully completed the contract review process.

Funds will be available in KP 2136-2150.

Thank you for considering this request.

5/8/2023
Consent

FINANCIAL IMPACT:

KP2136-2150; $121,747.00

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

AGREEMENT

Let this document stand as an Agreement between JDV Equipment Corporation and the Town of Amherst permitting the Town of Amherst to procure the items listed on JDV Equipment quote no. 2023-8627. The term of this contract will be from date of Town Board Approval by the Town of Amherst through December 31, 2023.

Agreed to and Accepted by:

JDV EQUIPMENT CORPORATION

By: _____
Signature

Thomas J. Priola
Printed name

Parts & Service Manager
Title

Date: 03/21/2023

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: JDV Equipment Quote (RES-2023-455 : JDV Sludge Conveyor Replacement Parts Procurement)

JDV Equipment Corporation
Incorporating Ralph B. Carter Company

Sole Source Document

March 21, 2023

To Whom It May Concern,

This letter certifies that **JDV Equipment Corp.** of Boonton, NJ is the sole source parts supplier for all existing JDV Equipment and Ralph B. Carter products. JDV has all the necessary engineering drawing and records to accurately supply replacement spare parts to meet OEM specifications.

Additionally, in order for the existing equipment to continue to operate properly, all replacement parts for existing JDV Equipment and Ralph B. Carter products must be manufactured by JDV Equipment Corp. Non-OEM parts would void existing equipment warranty.

Should you have any questions, please feel free to contact me at our office in New Jersey at 973-366-6556 x104.

Best Regards,

Thomas J. Priola

Thomas J. Priola

JDV Equipment Corporation

104 Fulton St. • Boonton, NJ 07005 • P: 973-366-6556 • F: 973-366-3193 • ww.JDVEquipment.com

Attachment: JDV Equipment Quote (RES-2023-455 : JDV Sludge Conveyor Replacement Parts Procurement)

JDV Equipment Corporation

PROPOSAL

March 8, 2023

To: Tom Dean
Town of Amherst WPCF #16
716.691.9771 ext. 8041
tdean@amherst.ny.us

For: Amherst, NY - U500 Replacement Parts
Original JDV Project No. 151273

Subject: JDV Equipment Proposal
Quote No. 2023-8627

Tom,

We are pleased to present the attached proposal.

Thank you for the opportunity!

Respectfully,

Tom Priola
tompriola@jdvequipment.com
O: 973-366-6556
M: 848-244-1379

Attachment: JDV Equipment Quote (RES-2023-455 : JDV Sludge Conveyor Replacement Parts Procurement)



QUOTE NUMBER: 2023-8627
FOR: Amherst, NY - U500 Replacement Parts

SPECIFICATION SECTION: Amherst, NY - Original JDV Project No. 151273

We propose to furnish the following JDV Products and/or Services:

EQUIPMENT AND PARTS

Qty	Description
1.00	44'-9 ½" SHAFTLESS SPIRAL, U500 with SPIRAL COUPLING DISC and bolts Installed. Includes spiral weld joint preparation for welding in field by others. Shipped in three (3) equal sections. Conveyor 11.
1.00	43'-6 ½" SHAFTLESS SPIRAL, U500 with SPIRAL COUPLING DISC and bolts Installed. Includes spiral weld joint preparation for welding in field by others. Shipped in three (3) equal sections. Conveyor 10.
2.00	KAZ87/A GEARBOX. Prepared for extended storage. Conveyors 1.1 & 1.2.
2.00	KAZ87/A GEARBOX. Prepared for extended storage. Conveyors 1.8, 1.9, 1.10 & 1.11.
48.00	WEAR LINER, Type B - TIVAR88 UHMW PE Plastic for U500, ½" thickness sintered with an anti-wear filler and synthetic lubricant to reduce friction. Preformed & braced with 90° aluminum angles for shipment. Blue.
1.00	ZERO SPEED SWITCH
2.00	MOTOR MOUNTS for U500 conveyor
2.00	PACKING GLAND SEAL CAP
4.00	ROPE SEAL
2.00	PACKING GLAND SEAL BASE
4.00	LABYRINTH SEAL
4.00	SNAP RINGS
4.00	WASHERS
4.00	BOLTS
4.00	KEYWAYS

Leadtime: 8-10 weeks ARO
Pricing valid for 30 days

Attachment: JDV Equipment Quote (RES-2023-455 : JDV Sludge Conveyor Replacement Parts Procurement)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27504 **RESOLUTION 2023-456** **ADOPTED**

Revision to One-Year Maintenance & Support Renewal CRS 3815

We are requesting Town Board approval to revise this support agreement which was previously approved at the February 13, 2023 Town Board meeting; Resolution 2023-204 (attached).

The number of users for this program was reduced per the attached quote, therefore reducing the cost of the maintenance and support renewal. The cost of this renewal has been revised from $3,592.05 to $3,019.47.

Funding for this agreement is available from account G9000-4090.

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

Thank you for considering this request.

5/8/2023
Consent

FINANCIAL IMPACT:

G9000-4090; $3,019.47

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

Quote: 0000110903

Quote Summary Information

TOWN OF AMHERST

HEXAGON

Service Site	: US00161116
Site Contact	: JASON KOCH
Contact Phone	: 171663171547414
Email Address	: JKOCH@AMHERST.NY.US
Service Address	: 1100 N. FOREST RD.
City/State/Zip	: WILLIAMSVILLE NY 14221
Country	: US

Customer ID	: TOWN OF A/WILLI US00161116
Bill To Cust	: TOWN OF AMHERST
Bill To Address	: 1100 N. FOREST RD.
City/State/Zip	: WILLIAMSVILLE NY 14221
Country	: US
Policy Number	: DDCC550F0
PO Nbr	: RENEWAL QUOTE

Service Type	: **RENEWAL Q**
Period of Performance	: **02/01/2023 - 01/31/2024**
Billed on the	: 1 st Day of each period
Period is defined as	: Every 12 Months
Previous Cust Code	:
Previous Contract #	: 109906

Total Contract Value : $ 3,019.47

**** Totals are exclusive of sales tax. This is NOT AN INVOICE.***

Offered By Hexagon ALI

By : _____

Name : GRANT MENDOZA

Email : grant.mendoza@hexagon.com

Address : 305 Intergraph Way
Madison, AL 35758
256-730-3344

Issue Date : 03/20/2023

Quotes are valid for 90 days from original date of issue. Quote acceptance after 90 days is at the discretion of Hexagon ALI, a division of Intergraph Corporation.

Quote: 0000110903

Accepted By COMPANY : _____

By : _____

Name/Title : _____

POC/Phone : _____

POC Email : _____

Date : _____

Messages *All services provided hereunder are subject to ALI's Maintenance Service Contract Terms & Conditions (T's & C's) for software (DDCC550F0) unless other specific Terms & Conditions apply and are referenced in the Policy Number field. Copies of the applicable T's & C's may be obtained online at T's & C's. * Totals are exclusive of sales tax - This is NOT AN INVOICE. For coverage code explanations, refer to the last page.*

Hexagon ALI

Attachment: Hexagon Quote (RES-2023-456 : Revision to One-Year Maintenance & Support Renewal)

Quote: 0000110903 Service/Site Nbr: US00161116 Customer ID: TOWN OF A/WILLI

HEXAGON

Summary Of Service Quote 0000110903

Item Number	Description	QTY	Mthly Price (ea.)	Total Value	Start Date	End Date
EAM00121	HxGN EAM MP2 Enterprise CU	5	$ 21.36	$ 1,281.54	02/01/2023	01/31/2024
EAM00125	Hxgn EAM MP2 Weblink and Messenger NU	4	$ 5.00	$ 239.82	02/01/2023	01/31/2024
EAM00234	HxGN EAM MP2 Enterprise Server VR	1	$ 124.84	$ 1,498.11	02/01/2023	01/31/2024
Grand Total :				$ 3,019.47		

Quote: 0000110903 Service/Site Nbr: US00161116 Customer ID: TOWN OF A/WILLI

HEXAGON

Service Quote Detail

LI	Sts	Item Number	Description	Serial Number	Start Date	End Date	Coverage	QTY	Mthly Price	Ext. Price	Cancel Flag
200		EAM00121	HxGN EAM MP2 Enterprise CU	109906-B	02/01/2023	01/31/2024	PREM	5	$ 21.36	$ 1,281.54	
300		EAM00234	HxGN EAM MP2 Enterprise Server VR	109906-C	02/01/2023	01/31/2024	PREM	1	$ 124.84	$ 1,498.11	
400		EAM00125	Hxgn EAM MP2 Weblink and Messenger NU	109906-D	02/01/2023	01/31/2024	PREM	4	$ 5.00	$ 239.82	

Quote Line Notes:

Coverage Code Definitions:

PREM: Premium Service. A monthly maintenance charge. Includes telephone support, bulletin board support and upgrades when made available by Hexagon ALI or a Third Party Software Vendor.

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27140

RESOLUTION 2023-204

MP2 Enterprise Edition Software Hexagon ALI CRS No. 3815

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

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

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

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

FINANCIAL IMPACT:

G9000-4090; $3,592.05

Attachment: Resolution 2023-204 (RES-2023-456 : Revision to One-Year Maintenance & Support Renewal)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27513 **RESOLUTION 2023-457** **ADOPTED**

WJFL Facility Construction, TOA Job #2021.035A Northeast Diversification, Inc. Change Order #3, CRS No. 4035

The Engineering Department is requesting Town Board authorization for a no cost time extension change order for the above referenced project. This change order request will extend the above referenced contract through August 31, 2023 and will enable the project contractor to complete the additional drainage infrastructure (Change Order #2) approved by the Town Board last October.

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

Thank you for your consideration.

5/8/2023
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: 05/08/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 27430 **RESOLUTION 2023-458** **ADOPTED**

Purchasing Agreement (A Turf) - CRS #4018

Authorize the Supervisor to sign a Purchasing Agreement with A-Turf for installation of new indoor turf at the North Amherst Recreation Center, piggybacking off of the Sourcewell contract (CRS #3691) approved via RES 2023-266 on 3/6/23, pending successful completion of the contract routing process.

5/8/2023
Consent

FINANCIAL IMPACT:

KP 2221.4972: $142,462.00

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

A-Turf, Inc.

PO Box 157
Williamsville, New York 14231
(888) 777-6910 FAX (716) 204-0189

PURCHASE AGREEMENT

To: ___Town of Amherst_____

Project: ___North Amherst Recreation Center_____

This Purchase Agreement is subject to the general terms and conditions annexed hereto except where superseded by the specific terms and conditions set forth below. Upon written acceptance by Buyer, this Purchase Agreement represents the sole Agreement between the parties and supersedes all previous Agreements entered into, whether oral or written, in connection with the work to be performed.

Contract Amount: $ 142,462.00

Description of Work:
Attachments:
A-Turf Quote “Exhibit A”
GL Insurance “Exhibit B”
General Terms and Conditions

SPECIFIC TERMS AND CONDITIONS

Sourcewell Contract #031622-ATF

Payment Terms:

Due Net 30 from completion

ACCEPTED:

(Buyer) A-Turf, Inc. (Seller)

By: _____ By: _____
James A. Dobmeier - President

Date: _____ Date: _____

A-TURF, INC.

Attachment: Purchase Agreement -N.Amherst Rec Cntr (RES-2023-458 : Purchasing Agreement (A Turf) - CRS #4018)

THIS PURCHASE AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. DEFINITIONS: The term “Buyer” as used herein shall mean the individual, firm, partnership or corporation to whom this quotation is issued. The term “Seller” as used herein shall mean A-Turf, Inc. The term “Goods” as used herein shall mean the articles, materials, goods, supplies, items, services and or facilities to be produced and/or furnished by Seller and which are included in this quotation.

2. ACCEPTANCE: This Purchase Agreement (“PO”) is an offer by Seller to the Buyer upon the terms and conditions stated herein, including the Contract Documents as defined herein. No terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein shall be binding upon Seller, unless mutually agreed upon in writing. Each shipment of goods or performance of services by the Seller shall be deemed to be furnished only upon these terms and conditions, notwithstanding any acknowledgement or other form of Buyer and Seller hereby rejects any different or additional terms and conditions proposed by Buyer. The "Contract Documents" include all contracts, documents, specifications, and drawings and other data, referenced on the face of this PO, or submitted to the Buyer with this quotation, all of which are incorporated herein and form a part of this PO. All goods and services shall be in strict compliance with the Contract Documents. No substitutions, equivalents or other manufacturers will be accepted.

The terms of the Contract apply exclusively between Buyer and Seller and shall not be deemed to be for the benefit of any third party without the express written consent of Seller. No duty or right under the Contract shall be delegated or assigned by Buyer without the express written consent of Seller. In case of conflict between specific terms and conditions and general terms and conditions, the specific terms and conditions shall prevail. In the event of conflict between these specific and general terms and conditions and any other documents or instruments of either Buyer or Seller, the provisions of these specific and general terms and conditions shall prevail. Seller specifically objects to any proposed term or condition of Buyer purporting to give priority, in case of conflict to terms or conditions proposed by Buyer, purporting to eliminate from the Contract any of Seller’s specific or general terms or conditions, or requiring the insertion into the Contract of terms or conditions proposed by Buyer. Buyer’s receipt and use or storage for use of Goods representing partial or complete delivery hereunder shall constitute Buyer’s acceptance of Seller’s specific and general terms and conditions of quotation.

3. MODIFICATION: All quotations involving any Goods are made only under these general terms and conditions. These general terms and conditions constitute the complete, final and exclusive agreement between Buyer and Seller with respect to any quotation made by Seller, and no course of performance shall be relevant to explain or supplement any term used herein. No modification, decision, or waiver of any term or condition shall be effective unless in writing signed by Seller.

4. PRICES: Unless otherwise stated on the face sheet hereof, prices herein quoted supersede all previous quotations and proposals, and are subject to change without notice. Prices quoted include freight but do not include property, sales, use or privilege taxes, or any export or import taxes, customs duties, or the like, whether any of the above be federal, state, local or otherwise, unless stated.

5. PAYMENTS: Terms of payment are as follows:

Due Net 30 from completion

unless otherwise set forth in the specific terms and conditions. If shipments are delayed by Buyer, for any reason whatsoever, invoices may be rendered on date(s) Seller is prepared to make shipment(s). If completion of manufacture is delayed by Buyer, for any reason whatsoever, invoices may be rendered when delay is ascertained, based upon percentage of completion. If such percentage of completion cannot, in good faith, be determined by Seller, any delay by Buyer, in shipment or completion of manufacture, shall constitute a substantial impairment of the value of the whole Contract resulting from this quotation. Should a Contract result from this quotation, and Buyer should fail to comply with these terms of payment, Seller may elect, at its sole discretion, to commence an action to recover the purchase price of the Goods

Attachment: Purchase Agreement -N.Amherst Rec Cntr (RES-2023-458 : Purchasing Agreement (A Turf) - CRS #4018)

and related damages. In such event, Buyer agrees to pay all costs and expenses related thereto including Seller's reasonable attorney fees and a reasonable profit and overhead fee of ten percent (10%) of the purchase price of the Goods.

6. SHIPMENT: Shipment date is approximate. Goods will be shipped F.O.B. job site unless otherwise specified by Seller. Freight is included in the price. Seller may, in its sole discretion consolidate on a single bill of lading, multiple shipments of a single date. Additionally, Seller may, in its sole discretion, make delivery in installments, separately invoiced and payable without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept and pay for remaining installments without regard to any prior delayed delivery. Buyer is responsible to coordinate with Seller the trucking arrangements and exact date and location of delivery. Buyer is responsible for all unloading and storage of shipments.

7. LOSS, DAMAGE OR DELAY: Seller will use reasonable efforts to ship by the date(s) specified; however, Seller shall not be liable for any delay or failure in the estimated delivery or shipment of Goods or for any damages suffered by reason thereof. Shipping dates may be extended for delays due to acts of God, acts of Buyer, acts of government, fires, floods, labor unavailability or labor difficulties (including but not limited to picketing, strikes, slowdowns and walkouts), riots, war, embargo, transportation shortages, fuel shortages or delays in obtaining raw materials or parts inspections, shipping instruction delays and all other causes, both similar and dissimilar to those listed (all of the above, collectively, the "Causes"), beyond the reasonable control of Seller, its subcontractors or suppliers.

When Goods are ready for shipment and any act, omission or request of the Buyer, for any reason whatsoever, or the occurrence of any Causes results in a delay in shipment of the Goods, Buyer shall assume all risk of loss or damage and shall be responsible for all charges in connection with storage and reconditioning of Goods in the event of such delay. Also, in the event of such delay, the date of delivery shall be regarded as the date when the Goods are reported ready for shipment and payments shall be made by Buyer accordingly.

Title and risk of loss of, or damage to, the furnished Goods or any portion thereof, shall pass to the Buyer upon delivery to the carrier F.O.B. point of shipment, unless otherwise agreed to in writing, or in the event of delay as stated herein, upon the date of notice to the Buyer that the Goods are ready for shipment.

8. WARRANTIES AND DISCLAIMERS: Goods, upon shipment will be as described on the face hereof, will conform to applicable written specifications, if any, will be free of reasonably discoverable defects in workmanship and materials for the period of time as described in Seller's express written warranty. Goods will be free of any security interest, lien or encumbrance which the Buyer has not assumed.

EXCEPT FOR THESE EXPRESS WARRANTIES AND/OR THOSE CONTAINED IN THE SPECIFIC TERMS AND CONDITIONS, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR PURPOSE, OR DESIGN.

Any sample or literature exhibited to Buyer was to illustrate the general type of Goods and not an affirmation that Goods will conform thereto. No employee or representative of Seller has authority to bind Seller to any representation, affirmation or warranty not specifically included herein.

9. LIMITATION OF LIABILITY: All remedies of Buyer arising out of this quotation, or with respect to Goods, shall be limited exclusively, and in lieu of any and all other remedies to those contained in these terms and conditions, whether based upon breach of warranty, contract, negligence, strict liability or other tort. Seller's liability is limited to the repair or

Attachment: Purchase Agreement -N.Amherst Rec Cntr (RES-2023-458 : Purchasing Agreement (A Turf) - CRS #4018)

replacement of defective or nonconforming Goods, or at Seller's option, to refund that portion of the purchase price applicable to defective or nonconforming Goods upon return of such Goods F.O.B. Seller's plant or other place of origin of Goods as specified by Seller, in the event any Goods are accepted for return by Seller, credit will be issued to Buyer only as against future purchases by Buyer. In no event shall cash be refunded to Buyer for Goods accepted for return by Seller.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, OR LOSSES OF BUYER, ARISING OUT OF THIS TRANSACTION OR THE USE OR MISUSE OF GOODS OR ANY PART THEREOF, UNDER THEORY OF BREACH OF WARRANTY OR CONTRACT, OR AS A RESULT OF ANY NEGLIGENCE, STRICT LIABILITY OR OTHER TORT.

EXCEPT AS OTHERWISE AGREED IN WRITING BY BUYER AND SELLER, SELLER'S EXPRESS WRITTEN WARRANTY SHALL CONTROL.

10. DEFAULT AND NON-WAIVER: In the event that a Contract results from this quotation, if Buyer shall fail to pay all or any part of the sums due or to become due, or to observe, keep and perform any of its obligations, become insolvent or become a party to any federal or state insolvency proceedings or receiverships, or become a judgment debtor, all sums due or to become due may, at the option of Seller, become immediately due and payable and concurrently, or in the alternative, Seller may, at its option, terminate any Contract resulting from this quotation and exercise any other remedies available under all applicable laws. No waiver of a breach, default or failure to perform any provision of any Contract resulting from this quotation (collectively, "Default") shall be effective unless expressly consented to by Seller in writing. Any waiver of any Default shall not be a waiver of any other or subsequent Default.

11. INDEMNIFICATION: To the fullest extent permitted by law, Buyer and Seller shall defend, indemnify and hold harmless each other from any liability from all claims for bodily injury, death and/or property damage that may arise from this quotation or any Contract resulting from and/or Buyer's acceptance, use and/or installation of these goods at the subject project, whether based upon a theory of breach of warranty, negligence, strict liability or tort, to the extent that the actions and omissions of the indemnifying party, or anyone employed directly or indirectly by them or by anyone for whose acts they are liable, are the cause in whole or in part of the said damage or injury.

12. CANCELLATION: Any express written contract or order resulting from this quotation may be cancelled by Buyer only with the consent of Seller and upon reimbursement by Buyer to Seller for any and all expenses and other losses incurred as a result of such cancellation including a reasonable profit and overhead fee of ten percent (10%) of the purchase price of the Goods.

13. APPLICABLE LAW: This transaction shall be governed by the laws of the State of New York, including the Uniform Commercial Code applicable to sale of goods. Any and all actions and proceedings relating to or arising from this quotation or from any resulting Contract shall be commenced and shall be maintained in New York State Supreme Court, Erie County, or in the United States District Court for the Western District of New York. Buyer agrees to comply with all applicable federal, state and local law and to indemnify, hold harmless and defend Seller against all liability for Buyer's failure to so comply.

14. WAIVER: No waiver of any of these terms and conditions shall be effective unless expressly consented to by Seller in writing. No single waiver shall be deemed to be a continuing waiver. Waiver by Seller of any of these terms and conditions shall not constitute a waiver of any other of these terms and conditions.

Attachment: Purchase Agreement -N.Amherst Rec Cntr (RES-2023-458 : Purchasing Agreement (A Turf) - CRS #4018)

15. SHORTAGES: Shortages must be reported in writing to Seller within ten (10) days of receipt of Goods, otherwise, shipment shall be deemed to be complete and in accordance with the bill of lading and packing list. Such written notice shall be sent to the attention of Richard Krysztof, A-Turf, Inc., at the address specified on the face hereof.

16. SEVERABILITY: In the event any of these terms and conditions shall be declared by the Court to be void or unenforceable, then such terms or conditions shall be severed from the Contract without affecting the validity and enforceability of the other terms and conditions contained herein, and the Buyer and Seller shall negotiate in good faith to replace such unenforceable or void terms or conditions with similar provisions to achieve, to the extent permitted under law, the purpose and intent of the terms or conditions declared void and unenforceable.

17. HEADINGS: The heading throughout these terms and conditions are provided for convenience only and the words contained therein shall in no way be held to expand, amplify, modify or aid in the interpretation or construction thereof.

(Buyer)

By: _____ Date: _____
Printed Name

Attachment: Purchase Agreement -N.Amherst Rec Cntr (RES-2023-458 : Purchasing Agreement (A Turf) - CRS #4018)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 27441 **RESOLUTION 2023-459** **ADOPTED**

Bike Path Closure

Authorize the closure of the Amherst Bike Path at St. Rita's Lane and Frontier Road on May 6, 2023 from 7:00am until 5:00pm for UB's annual Oozefest.

5/8/2023
Consent

FINANCIAL IMPACT:

None

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

University at Buffalo
Student Life

MEMORANDUM

TO: **Eric Guzdek**
General Manager
Town of Amherst
Department of Youth & Recreation

FROM: **Jude Butch**
Senior Associate Director
University at Buffalo
Student Engagement

RE: **Amherst Bike Path Closure & Bandshell Request**

DATE: **March 8, 2023**

I am responsible for coordinating the annual *Oozefest Mud Volleyball Tournament* at the University at Buffalo taking place on **Saturday, May 6, 2022.**

In order to host a successful event, I am writing to request the following from the Town of Amherst Department of Youth & Recreation:

1. Closure of the Amherst Bike Path near the Oozefest Mud Pits at the corner of St. Rita's Lane and Frontier Road on UB's North Campus from 7:00 a.m. – 5:00 p.m. on Saturday, May 6, 2023

2. Use of the Amherst bandshell – delivered by 12:00 p.m. (noon) on Friday, May 5, 2023 to St. Rita's Lane extension and picked up after Sunday, May 7, 2023

Please contact me directly at jcbutch@buffalo.edu or 716.645.8523 with questions, concerns or to confirm these requests.

Student Engagement

150 Student Union
716.645.6469
leadub@buffalo.edu

www.buffalo.edu/studentlife/engagement

Attachment: Request to Town of Amherst - 2023 (RES-2023-459 : Bike Path Closure)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 27476 **RESOLUTION 2023-460** **ADOPTED**

Memory Tree Program

Authorize the adoption of the new Town of Amherst Memory Tree Program and the expenditure of funds from T2998.4002 for 2023.

5/8/2023
Consent

FINANCIAL IMPACT:

T2998-4002 - up to $20,000.00, based on donations

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

TOWN OF AMHERST
MEMORY TREE PROGRAM APPLICATION

Town of Amherst
YOUTH & RECREATION DEPARTMENT

Attachment: TOA Memory Tree Program and Application - FINAL (RES-2023-460 : Memory Tree Program)

The Town of Amherst Youth & Recreation Department is pleased to provide an updated Memory Tree program to those who wish to memorialize a loved one by having a tree planted in one of our many town parks. Each fee includes the cost of the tree, a memorial stone, custom plaque, and gator bag.

Memory trees are guaranteed for (1) year. Should the tree become damaged or diseased, the purchaser is responsible for replacing the tree after the guarantee period expires. Should the tree become damaged or diseased, and is not replaced by the purchaser, the Town reserves the right to remove the tree and will deliver the stone and plaque to the original purchaser, or the alternate contact noted in the application. Please follow the attached Tree Maintenance Guidelines and Suggestions. The trees are not memorials and may not be decorated with flowers, ribbons, photos, lights, wind chimes or any other items. Scattering of cremated remains is prohibited.

Total cost of the memory tree is **$1,000.00**.

Please complete the application below (pages 3 and 4) and submit to:

Town of Amherst, Youth & Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221

Please submit and make checks payable to:
Town of Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221

A representative from the Youth & Recreation department will contact the purchaser when payment has been received. One application per tree. Please allow 7-14 days for payment to be received and processed before confirmation is made.

Please note, there is ONE planting date/event per year, typically in the fall. Your tree will be planted during this event, not as it is received. ***The deadline for application and payment submission for the 2023 planting event is August 1, 2023***. Any application received after this time will be processed for the Fall 2024 planting date. A representative will contact purchaser when trees have been planted, and the stone and plaque are available for pickup and placement. It is the responsibility of the purchaser to pick-up the stone and plaque from the Youth & Recreation Department and place at the tree.

For 2023, the only parks available are: **Bassett Park**, **Billy Wilson Park**, **Paradise Park**, **Bedford/Willow Ridge Park**, **Eggertsville Community Park**, **Cindy Drive Play Area**, and **North Forest Park.** Refer to the attached maps for available locations in each park. Applications are processed as they are received, and maps are updated accordingly as trees are purchased. Please contact the Youth & Recreation Department to request the most recent updated maps if you are unsure of the availability of your preferred location.

Should you desire a different park, please check back with us in 2024.

Attachment: TOA Memory Tree Program and Application - FINAL (RES-2023-460 : Memory Tree Program)

Town of Amherst - Memory Tree Application:

Applicant Name:
_____

Alternate Name and Contact Number: _____

Address: _____

_____

Phone: _____

Email: _____

Utilizing the attached maps, select a memory tree park, location, and type of tree. Select your 1st, 2nd and 3rd Choice. No more spaces are available along the Amherst Bike Path. Tree space availability at the Amherst State Park Veterans memorial is reserved for veterans only, please inquire about this space with a representative from Youth & Recreation. Carefully review tree species based on the pre-selected varieties, as some trees may only be placed in specific locations due to environmental conditions and/or landscape design limitations. Otherwise, choose from the list below:

Autumn Blaze Maple, Black Tupelo, Eastern Redbud, Flowering Crabapple, Heritage Birch, Northern Red Oak, White Oak, Thornless Honey Locust, Tulip Tree

1.
_____

2.
_____

3.
_____

Attachment: TOA Memory Tree Program and Application - FINAL (RES-2023-460 : Memory Tree Program)

Memorial Plaque Text: Recommended maximum of 3-4 lines of text. Please see attached sample (PAGE 5)
4" x 8" cast plaque

_____

_____

_____

The Applicant has read and understands the purchaser responsibility when purchasing a memory tree. The Applicant releases the Town of Amherst and its agents, and their employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property.

By signing and submitting this application, I acknowledge that I have read and agree to follow the Town of Amherst tree maintenance policy as it relates to maintenance, management, and general upkeep of trees planted through the memory tree program (see attached).

_____ _____
Applicant Name (print) Date

_____ _____
Applicant Signature Date

_____

To be completed by Youth & Recreation
Received by:

_____ _____
Date

Planning – Space/Location _____ _____

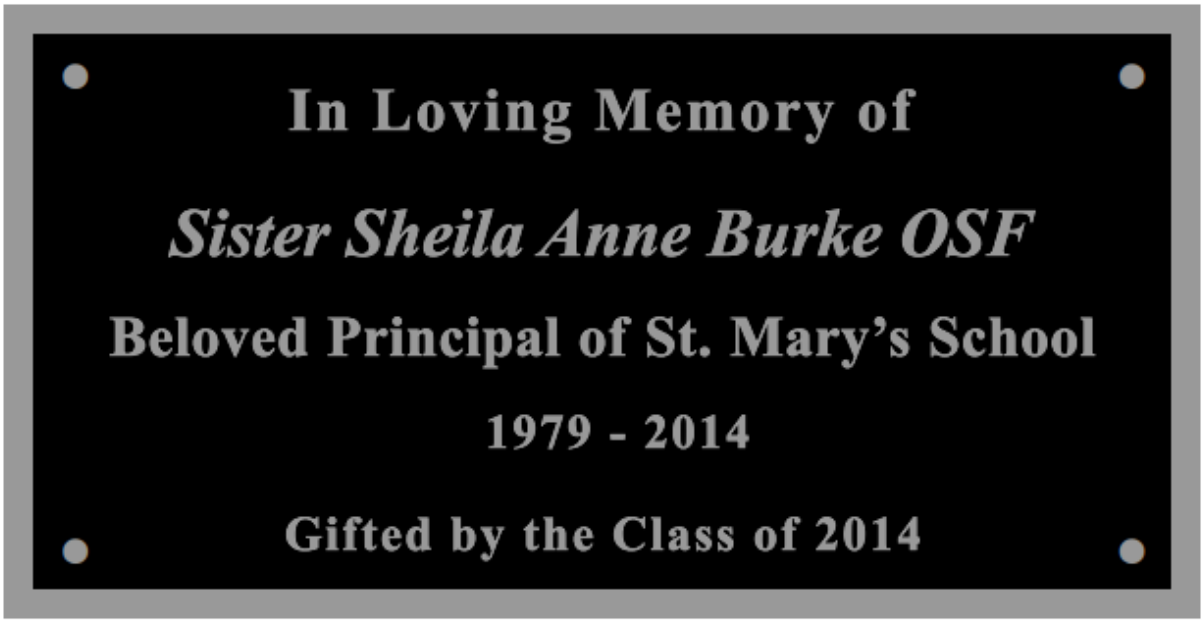
Order Confirmation with Purchaser: _____ _____
Date

Plaque Ordered: _____ _____
Date

Tree Ordered: _____ _____
Date

Planting Date: _____

Attachment: TOA Memory Tree Program and Application - FINAL (RES-2023-460 : Memory Tree Program)



4" x 8"
Aluminum Memorial Cast



Attachment: TOA Memory Tree Program and Application - FINAL (RES-2023-460 : Memory Tree Program)



BASSETT PARK

Attachment: TOA Memory Tree Program and Application - FINAL (RES-2023-460 : Memory Tree Program)



BILLY WILSON PARK

Attachment: TOA Memory Tree Program and Application - FINAL (RES-2023-460 : Memory Tree Program)



CINDY DRIVE PLAY AREA

Attachment: TOA Memory Tree Program and Application - FINAL (RES-2023-460 : Memory Tree Program)



EGGERTSVILLE COMMUNITY PARK

Attachment: TOA Memory Tree Program and Application - FINAL (RES-2023-460 : Memory Tree Program)



NORTH FOREST PARK & POOL

Attachment: TOA Memory Tree Program and Application - FINAL (RES-2023-460 : Memory Tree Program)



PARADISE PARK

Attachment: TOA Memory Tree Program and Application - FINAL (RES-2023-460 : Memory Tree Program)



BEDFORD/WILLOW RIDGE PARK

Attachment: TOA Memory Tree Program and Application - FINAL (RES-2023-460 : Memory Tree Program)

Tree Maintenance Guidelines and Suggestions

The Town of Amherst follows NYS DEC best practices for tree maintenance and pruning. Below, please find some general suggestions on caring for your tree. If you have any general questions, please reach out to the Youth & Recreation Department. The Town of Amherst is not responsible for the care and/or maintenance of trees purchased through the Memory Tree Program, and the following information is only meant as a suggestion guide.

Pruning and Maintenance

Care and maintenance of urban trees ensures their health life and minimizes liability. Trees can be damaged by high winds, snow, ice, and other severe weather events. Some damage requires immediate attention, while other damage may be dealt with later. The primary concern for maintaining trees is safety - safety of the people who live near the tree and safety of anyone working to maintain and prune a tree.

For any work that requires a chain saw or cannot be performed from ground level, please contact the Youth & Recreation Department for guidance on how to proceed.

When weighing the options of whether to prune or maintain your tree here are several things to consider:

- Be conservative: In the event of damage from storms and weather, clean up anything that imposes an immediate threat or risk while evaluating the tree. Do not prune or remove more than necessary right after the damage has occurred. Damaged trees may still be able to serve the function they were planted for, and removal may be able to be delayed. Trees are stronger than you think and the damage may not be as bad as it first appears.
- If the tree is badly damaged and must be removed consider replacing it.
- Trees should be watered regularly, in particular, during times of drought. Information on required or recommended water can be found by searching the type of tree and the zone you have planted in. Additionally, memory trees come with gator bags (slow drip watering bag) which will need to be filled regularly.

Attachment: TOA Memory Tree Program and Application - FINAL (RES-2023-460 : Memory Tree Program)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 27483 **RESOLUTION 2023-461** **ADOPTED**

Authorization to Pay Vendor

WHEREAS, several trailers owned by the Amherst Youth & Recreation Department were in need of new tires, and

WHEREAS, Exxpress Tire Delivery holds the contract for new tires purchased by the Town, and

WHEREAS, a newer employee was sent to purchase the tires, and

WHEREAS, the employee asked for tires on contract, and

WHEREAS, only after the tires had been mounted on the trailers and the trailers had been driven did the employee realize that the tires were not the ones on contract, and

WHEREAS, proper purchasing procedures were again reviewed with the employee,

NOW THEREFORE, the Town of Amherst authorizes the payment of Purchase Order 2316041 in the amount of $2,291.95 to Exxpress Tire Delivery.

5/8/2023
Consent

FINANCIAL IMPACT:

A 7140.4240: $480.00

A 7253.4240: $1,811.95

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: 05/08/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 27490 **RESOLUTION 2023-462** **ADOPTED**

User Agreement (YMCA) - CRS #4012

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the YMCA Buffalo Niagara for use of Bassett Park for 2023 Fitness in the Park classes.

5/8/2023
Consent

FINANCIAL IMPACT:

None

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

USER AGREEMENT

This Agreement, by and between the Town of Amherst (TOWN) and YMCA Buffalo Niagara, is as follows:

The TOWN hereby grants permission for YMCA Buffalo Niagara to offer free fitness classes at Bassett Park as part of its Fitness in the Parks program with Independent Health:

Dates: Tuesdays and Fridays, June 2-August 30, 2023
There will be no classes on Tuesday, July 4, 2023 and Friday, July 7, 2023
Time: 6:00-7:00pm

YMCA Buffalo Niagara hereby agrees to indemnify and hold the TOWN harmless from any and all bodily injury or property damage claims or incidents that are a direct result of YMCA Buffalo Niagara's use of the TOWN property.

YMCA Buffalo Niagara is required to sign and adhere to the terms and conditions of the addendum to contract attached hereto and made a part hereof.

Town of Amherst

By: _____
Brian J. Kulpa
Supervisor

Date: _____

YMCA Buffalo Niagara

By: John T Ehrhardt
Signature

JOHN EHRHARDT
Printed Name

PRESIDENT / CEO
Title

Date: 4/19/23

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

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

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

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

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

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

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

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

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:

YMCA BUFFALO NIAGARA
Print Name of Company

By: _____
Signature

JOHN EHRBAR
Printed name

Date: 4/19/23

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

YMCABUF-01 LKONTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/11/2023

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

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

PRODUCER
Walsh Duffield Companies, Inc.
801 Main St.
Buffalo, NY 14203

CONTACT NAME: Leslie A. Konter, CIC
PHONE (A/C, No, Ext): (716) 362-7309 FAX (A/C, No): (716) 847-1360
E-MAIL ADDRESS: lkonter@walshduffield.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B : Security National Insurance Co	19879
INSURER C : Guardian	64246
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Young Men's Christian Association Buffalo Niagara
dba YMCA Buffalo Niagara
301 Cayuga Road, Suite 100
Buffalo, NY 14225

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Abuse $1M/$3M GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X		PHPK2492985	12/1/2022	12/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2492985	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB842240	12/1/2022	12/1/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SWC1420688	12/1/2022	12/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	NYS Disability			974131-001	1/1/2022	12/31/2022	Statutory	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Amherst is additional insured under General Liability, on a primary and non-contributory basis, per blanket additional insured PI-GLD-HS NY 10/11 and PI-GL-005 07/12, to the extent provided therein, if required by signed written contract, with respect to "Fitness in the Parks" held at Bassett Park, 359 Klein Road, Amherst, NY (group exercise classes) from 6/2/23 to 8/29/23.

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
Edward F. Walsh Jr.

ACORD 25 (2016/03)
© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

PI-GLD-HS NY (10/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

It is our stated intention that the various endorsements, coverage parts or policy issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit." If this endorsement and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same claim, "suit," or medical expenses, we shall not be liable under this endorsement for a greater proportion of the total loss for that claim than this endorsement's applicable Limit of Insurance bears to the total applicable Limits of Insurance under all such endorsements, coverage parts or policies.

This condition does not apply to any excess or umbrella policy issued by us specifically to apply as excess insurance over the underlying Commercial General Liability policy.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	3
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	5
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	9
Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

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

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

   a. $1,000,000; or

   b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

   This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. **HIPAA**

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

   We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

   This insurance does not apply to:

   a. **Intentional, Willful, or Deliberate Violations**

      Any willful, intentional, or deliberate "violation(s)" by any insured.

   b. **Criminal Acts**

      Any "violation" which results in any criminal penalties under the HIPAA.

   c. **Other Remedies**

      Any remedy other than monetary damages for penalties assessed.

   d. **Compliance Reviews or Audits**

      Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

   a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

a. $20,000; or
b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE**, **COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, **COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

K. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

a. **Medical Directors and Administrators –** Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. **Broadened Named Insured –** Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. **Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. **Home Care Providers –** At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessors of Premises –** Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You –** Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(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.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

L. **Duties in the Event of Occurrence, Claim or Suit**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

M. **Unintentional Failure To Disclose Hazards**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

N. **Transfer of Rights of Recovery Against Others To Us**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others To Us is deleted in its entirety and replaced by the following:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

O. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

   b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

   Discrimination based on race, color, religion, sex, age or national origin, for damages resulting from injury for which the insured is liable solely due to either disparate impact or vicarious liability. Personal and advertising injury does not mean discrimination:

   a. Done intentionally by or at the direction of, or with the knowledge or consent of:

   (1) Any insured; or

   (2) Any executive officer, director, stockholder, partner or member of the insured;

   b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

   c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

   d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

   The above does not apply to fines or penalties imposed because of discrimination.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

PI-GL-005 (07/12)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 12/01/2022

Name of Person or Organization (Additional Insured):

Any person or organization where required by a written contract executed prior to the occurrence of a loss.

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) YMCA Buffalo Niagara 301 Cayuga Road Suite 100 Buffalo NY 14215 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 716 565 6000 1c. Federal Employer Identification Number of Insured or Social Security Number 16 0743231
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Amherst, NY 14221	3a. Name of Insurance Carrier **The Guardian Life Insurance Company of America** 3b. Policy Number of Entity Listed in Box 1a 00974131 - 0000 3c. Policy Effective Period 01/01/2023 to 01/01/2024

4. Policy provides the following benefits:
   - [x] A. Both disability and Paid Family Leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid Family Leave benefits only.
5. Policy covers:
   - [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 04/12/2023 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.***

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

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

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) **Young Men's Christian Association Buffalo Niagara** **dba YMCA Buffalo Niagara** **301 Cayuga Road, Suite 100** **Buffalo, NY 14225** Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured **(716) 565-6000** 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-0743231
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **Town of Amherst** **5583 Main Street** Amherst, NY 14221	3a. Name of Insurance Carrier **Security National Insurance Co** 3b. Policy Number of Entity Listed in Box "1a" **SWC1420688** 3c. Policy effective period 12/1/2022 to 12/1/2023 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

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

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☐ NO

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

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

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

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

Approved by: Edward F. Walsh, Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Edward F Walsh Jr. 4/21/2023
(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

Attachment: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

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: YMCA Fitness in the Parks (RES-2023-462 : User Agreement (YMCA) - CRS #4012)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 27491 **RESOLUTION 2023-463** **ADOPTED**

Non-Employee Travel Reimbursement

Authorize travel expense reimbursement for Vanita Jamison, a member of the Amherst Youth & Community Coalition, for travel to CADCA Forum 2023 as a requirement of the federal Drug-Free Communities grant managed by the Town of Amherst.

5/8/2023
Consent

FINANCIAL IMPACT:

A 7258.4040: $353.25

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: 05/08/23 07:00 PM
Department: Town Clerk
DOC ID: 27436

COMMUNICATION 2023-58 **APPROVED**

Request for Public Hearing - 2350 & 2360-2372 Sweet Home Road

Request from Sean Hopkins, Esq. for a public hearing with respect to the rezoning of 2350 Sweet Home Road from OB to MFR-5 and to amend a declaration of a restrictions.

This hearing has been scheduled for June 20th.

5/8/2023
Consent

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

April 21, 2023

Timothy J. Koller, Deputy Town Clerk
Town of Amherst Town Clerk's Office
5583 Main Street
Williamsville, NY 14221

Re: Request to Rezone 0.17± Acres of Land from OB to MFR-5 [Z-2023-01]
& Request to Amend Declaration of Restrictions [Z-2016-16D & Z-2017-11B]
Location: 2350 & 2360-2372 Sweet Home Road
Applicant/Project Sponsor: Essex Homes of WNY, Inc.
File No. 10065.10

Dear Mr. Koller:

This letter is being submitted on behalf of Essex Homes of WNY, Inc. ("Project Sponsor") to request that the Town Board adopt a resolution during its next meeting to be held on Monday, May 8th for the purpose of scheduling public hearings in connection with the pending request to amend the zoning classification of 0.17 acres of the Project Site from OB to MFR-5 and to amend the Declaration of Restrictions containing zoning conditions previously imposed by the Town Board.

The Planning Board held a public hearings on the pending land use applications during its meeting on Thursday, April 20th and adopted resolutions by a 4-3 vote recommending that the Town Board not approve the pending land use applications.

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Daniel C. Howard, Planning Director
Phil Nanula, Essex Homes of WNY, Inc.
Kevin Curry, Essex Homes of WNY, Inc.

Attachment: Koller-Ltr-Request to Schedule Public Hearing-04-21-23 (COM-2023-58 : Request for Public Hearing - 2350 & 2360-2372 Sweet

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Clerk
DOC ID: 27443

COMMUNICATION 2023-59

APPROVED

Request for Public Hearing - 3945 Rensch Road

Request from Sean Hopkins, Esq. for a public hearing with respect to the rezoning of 3945 Rensch Road from R-4 to CTR-5.

This hearing has been scheduled for June 20th.

5/8/2023
Consent

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

April 28, 2023

Timothy J. Koller, Deputy Town Clerk
Town of Amherst Town Clerk's Office
5583 Main Street
Williamsville, NY 14221

Re: Rezoning of 3945 Rensch Road R-4 to CTR-5 [Z-2023-02]
Applicant/Project Sponsor: Rensch Group LLC c/o Ellicott Development Company
File No. 10173.12

Dear Tim:

This letter is being submitted on behalf of Rensch Group LLC ("Project Sponsor") to request that the Town Board adopt a resolution during its next meeting to be held on Monday, May 8th for the purpose of scheduling a public hearing in connection with the pending request to amend the zoning classification 3945 Rensch Road ("Project Site") from R-4 to CTR-5.

The Planning Board held a public hearing on the pending requested rezoning of the Project Site from R-4 to CTR-5 during its meeting on Thursday, April 20th and adopted a resolution by a unanimous vote recommending approval of the requested rezoning. Per our conversation today, the requested date of the Town Board public hearing is during its meeting to held on Tuesday, June 20th at 7:00 p.m.

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Thomas M. Fox, Director of Development, Ellicott Development Company [Via mail]
Bill Paladino, Chief Executive Officer, Ellicott Development Company [Via e-mail]
Christopher Wood, P.E., Carmina Wood Design [Via e-mail]
David Sutton, Sutton Architecture PLLC [Via e-mail]

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Koller-Ltr-Request to Schedule Public Hearing-04-28-23 (COM-2023-59 : Request for Public Hearing - 3945 Rensch Road)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Clerk
DOC ID: 27516

COMMUNICATION 2023-60 **REFERRED**

Correspondence from Sean Hopkins

Letter submitted by Sean Hopkins, Esq. regarding a property tax problem relative to the senior housing project at 214 Village Park Lane.

5/8/2023
Referred to Attorney, Assessor & Economic Development

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

BEECHWOOD CONTINUING CARE

2235 MILLERSPORT HIGHWAY
GETZVILLE • NEW YORK 14068
PHONE 716-810-7000 • FAX 716-636-0
FINANCE OFFICE FAX 716-636-4564
www.beechwoodcare.org

May 2, 2023

Mr. Brian Kulpa
Amherst Town Supervisor
5583 Main Street
Williamsville, NY 14221

Re: Presbyterian Village at North Church
214 Village Park Lane, Williamsville, NY 14221

Dear Supervisor Kulpa and Councilmembers:

This letter and the attached documentation is being submitted to the Town Board in connection with the goal of resolving a property tax problem issue relative to the senior housing project located at 214 Village Park Lane in the Town of Amherst that we only recently became aware of.

Last month, my Chief Financial Officer notified me that our bank was asking us to explain unpaid property tax bills that we had no prior knowledge of. After ensuring the check for the 2022 taxes had cleared (See Exhibit A[1]), she accessed the Town of Amherst website and was understandably very surprised to learn that three were outstanding Town/County and School tax bills totaling $253,000.00 (Exhibit B[2]).

None of the outstanding property tax bills were ever received by us, nor were we notified that North Church had been put on the tax rolls, giving us no opportunity to appeal to this determination.

By way of review, the process of acquiring Presbyterian Senior Care of WNY began in 2018-2019 in order to ensure continued NFP ownership/continuity for the senior citizens in residence and to prevent PSCWNY from filing for bankruptcy. The transfer process occurred on February 12, 2021 when Beechwood Continuing Care assumed ownership of The Presbyterian Village at North Church from the Presbyterian Senior Care of Western New York ("PSCWNY").

It is important to mention that we have also been waiting for an official response from the Town regarding the status of the proposed PILOT agreement for the senior housing project (See

[1] Exhibit A is a copy of the cancelled check dated November 3, 2022 for the 2022 Property Taxes. No tax bill was received. However, the facility was notified by our bank that a tax payment was due. (4/28/2023 – Online search of Town of Amherst website reflects that this payment was not received. Lists incorrect number of senior apartments as 84 units – the correct number of units is 79).

[2] Exhibit B is a copy of the Assessment Equity Update 2024 letter dated April 7, 2023 and property survey form. This letter had incorrect mailing address (2235 Millersport Hwy Williamsville NY 14221 – the correct zip code is Getzville, NY 14068).

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

BEECHWOOD CONTINUING CARE

2235 MILLERSPORT HIGHWAY
GETZVILLE • NEW YORK 14068
PHONE 716-810-7000 • FAX 716-636-0
FINANCE OFFICE FAX 716-636-4564
www.beechwoodcare.org

Exhibits C[3], D[4], E[5], & F[6]). After reviewing our communications over the past few years, it appears much of this confusion has arisen due to an incorrect mailing address issue (See Exhibit B).

Under PSCWNY, the property had always been exempted from property taxes. Given the significant amount of liability and debt assumed, we approached the Town of Amherst with the goal of entering into a PILOT agreement. Beechwood requested consideration for a delay in property tax payments to focus our immediate attention and limited financial resources on the severe disrepair the facility had fallen into under its previous ownership. We had reached a draft agreement with the Town to start making annual tax payments in 2022, and incur a three percent (3%) annual increase in the annual payments each year until 2036 – at which time the annual tax payments to would be based on the property's fully assessed value (Exhibit E). Entering into a PILOT agreement with taxing jurisdictions would allow us to make significant investments in the property for our senior residents, and give us pride in the elevation of the facility to something worthy of the Town of Amherst.

Since taking over operations in February 2021, we have made approximately $710,000.00 in improvements as follows:

- $295,000.00 - Apartment upgrades (new cabinets, painting, carpeting, countertops, etc.);
- $342,000.00 - Building improvements (Siding, cooling/split systems, roofing repairs, window safety rails);

[3] Exhibit C is a copy letter to Town Supervisor Kulpa dated February 18, 2022.

[4] Exhibit D – Notified August 23, 2021 by Dave Marrano of the Town of Amherst Assessor's Office that he was retiring 9/17/2021 and new PILOT lead person is Angela Rossi, Economic Development Director. Mr. Marrano continued to work as a consultant. On October 15, 2021, Mr. Marrano notified our attorney that Sam Alba, Deputy Town Attorney, would be the legal point of contact and the Draft PILOT Agreement and payment schedule – Presbyterian Village was emailed to six Town of Amherst personnel. Facility attorney and Town attorney continue email discussions (January 24, 2022), and facility was encouraged the proposed PILOT Agreement is moving through the Town's review process.

[5] Exhibit E is an email dated February 1, 2021 by which the Town of Amherst Senior Deputy Attorney provided facility attorney with copy of sample PILOT agreement informing attorney that the Town of Amherst is moving senior living facilities and other housing projects to PILOT agreements. On June 7, 2021, Town provided facility attorney with updated PILOT agreement and PILOT payment schedule (attached).

[6] Exhibit F is an email communication dated May 3, 2019 from Presbyterian Senior Care of WNY attorney that the Town of Amherst was receptive to begin discussions regarding a PILOT program for the Amherst facility (The Presbyterian Village at North Church).

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

BEECHWOOD CONTINUING CARE

2235 MILLERSPORT HIGHWAY
GETZVILLE • NEW YORK 14068
PHONE 716-810-7000 • FAX 716-636-0
FINANCE OFFICE FAX 716-636-4564
www.beechwoodcare.org

- $15,000.00 - Grounds (wiring, sign, sidewalk, driveway repairs, water main repairs);
- $41,000.00 - Pavilion expenses to date; and
- $17,000.00 - Re-implemented regular elevator PMs & elevator repairs

These above upgrades to the project and additional planned project expenditures were incurred based on our understanding that the PILOT was moving toward resolution as described above and that as our revenues increased and expenses lowered after completion of the substantial improvements, our annual property tax would gradually increase at a rate of three percent (3%) over time, thereby allowing us to keep our senior's rent increases reasonable and within their means to absorb.

I look forward to working with the Town Board and the Town's staff in reaching a solution with respect to this matter for the mutual benefit of the Town and our senior residents.

Thank you in advance of taking the time to review this letter and the attached supporting documentation.

Sincerely,

Daniel P. O'Neill
President/CEO

Enc.
cc: Jacqualine Berger, Councilmember
Deborah Bruch Bucki RN PhD, Deputy Supervisor
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Emily Murphy, Assessor
Marin A. Polowy, Esq., Town Attorney
Laurie Stillwell, Community Development Director
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Sean W. Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

EXHIBIT A

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

Date: **11/15/2022**
Amount: **8,908.83**
Check Number: **237**
Account Number: **9877610650**

PVNC Operating Account
North Forest Office
Getzville, NY 14068

Check: 0000237

2235 Millersport Hwy
Getzville, NY 14068-1219

10-4/220

Check Date	Check Amount
11/03/2022	******8,908.83

Pay: ***Eight Thousand Nine Hundred Eight and 83/100 Dollars***

VOID AFTER 180 DAYS

To the Order of: **Amherst Town Clerk**

Francina J Spoth
5583 Main Street
Williamsville, NY 14221

101-33 Village Park Dr

Authorized Signature

[redacted]

Details on back. Security features inside.

L8870GN13

The security features listed below, as well as those not listed, exceed industry guidelines.

Security Features:	Results of document alteration
Padlock Icon	Alerts handler the document contains security features.
VOID Pantograph	The face of this document contains a colored check background. The word "VOID" appears if copied or scanned.
Microprint	Small type in check border and back signature lines, readable with a magnifying lens, appears as dots if copied or scanned.
Security Screen	Absence of "Original Document" verbiage on back of check.
Authentic Watermark	Authentic watermark not visible when held to light.
Fluorescent Fibers	Visible under ultraviolet light. Cannot be photocopied or scanned.
Chemical Protection	Stains or spots appear with chemical alteration.
Chemical Erasure Protection	Colored marks appear when chemically altered or erased.
Toner Adhesion	Causes toner to bond permanently to paper. Attempts to remove information with adhesive tape will destroy the paper surface.

★ FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

ENDORSE HERE:

FOR DEPOSIT ONLY
ERIE COUNTY
COMPTROLLER'S OFFICE

☐ CHECK HERE IF MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
★ RESERVED FOR FINANCIAL INSTITUTION USE ★

237 9690 Cust:5753 User: 1210753

© COPYRIGHT. ALL RIGHTS RESERVED.

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

TOWN OF AMHERST
5583 Main Street | Williamsville, NY 14221
(716) 631-7000

(../../INDEX.PHP)

NAVIGATION

Subject Property

Address: 101-334 Village Park Dr
Section, Block & Lot (SBL): 68.19-3-1.2
Owner Name: Presbyterian Village At,



(../../../images/cpi_nophoto.jpg)

2023 Town / County Taxes

Tax Bill: $ 163,068.18
Exemption Savings: $ 0.00
True Tax Amount: $ 163,068.18
Payment Amount: 0.00
Payment Date:
Tax Bill Percent Change: 1,730.40%

2022 Town / County Taxes

Tax Bill: $ 8,908.83
Exemption Savings: $ 43,713.28
True Tax Amount: $ 52,622.11
Payment Amount: $ 0.00
Payment Date:

2022-2023 School Taxes

Tax Bill: $ 90,046.86
Exemption Savings: $ -0.00
True Tax Amount: $ 90,046.86
Payment Amount: $ 0.00
Payment Date:
Tax Bill Percent Change: 0.00%

2021-2022 School Taxes

Tax Bill: $ 0.00
Exemption Savings: $ 87,036.93
True Tax Amount: $ 87,036.93
Payment Amount: 0.00
Payment Date:

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

TOWN OF AMHERST
5583 Main Street | Williamsville, NY 14221
(716) 631-7000

(../../INDEX.PHP)

NAVIGATION

Subject Property

Address: 101-334 Village Park Dr
(Map)
(https://www.google.com/maps/place/10
334 Village Park Dr+amherst+ny)
Section, Block & Lot (SBL): 68.19-3-1.2
Owner Name: Presbyterian Village At,



(../../../images/cpi_nophoto.jpg)

Address: 101-334 Village Park Dr
SBL: 68.19-3-1.2
Owner Name: Presbyterian Village At,
Acreage: 5.94
Property Type: Commercial
Description: Living Accommodations: Apartments
Actual Year Built: 1978

Town or Village: Town of Amherst
School District: Williamsville Central
NY State School Tax Code: 706
Fire District: Snyder
Commercial Use:

Walk-up apt - 84 Apartments
Total Sq Ft: 87,094

Small garage - 38 Stalls
Total Sq Ft: 9,206

Assessment Data

Total Assessed Value: $ 4,880,000.00
Land Assessed Value: $ 300,000.00
Last Valid Sale Date*: 02/12/2021
Last Valid Sale Price*: $ 4,880,000.00
Sale Type: Land & Building
Neighborhood Code: 5

Current Town / County Taxes (2023)

Tax Bill: $ 163,068.18 *
Exemption Savings: $ 0.00
True Tax Amount: $ 163,068.18
Payment Amount: $ 0.00
Payment Date:
Exemption(s) or adjustment(s):

Current School Taxes (2022-2023)

Tax Bill: $ 90,046.86
Exemption Savings: $ -0.00
True Tax Amount: $ 90,046.86
Payment Amount: $ 0.00
Payment Date:
Exemption(s) or adjustment(s):
None

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

None

* Current Town/County Tax Bill includes a relevy of previously unpaid property taxes. Please see the **Tax Detail page (cpi_taxes.php?fid_swissbl=142289068190000300120O)** for a breakdown of the Town/County Tax Bill.

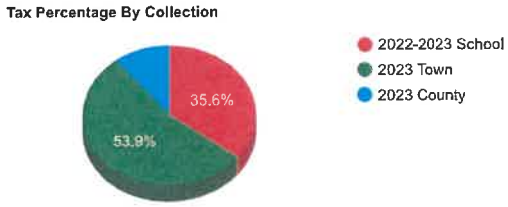
Tax History (two-year) (cpi_hist.php?fid_swissbl=142289068190000300120O)

Tax History (two-year) (cpi_hist.php?fid_swissbl=142289068190000300120O)

Tax Detail (two-year) (cpi_taxes.php?fid_swissbl=142289068190000300120O)

Property Tax Summary

Combined Taxes: $ 253,115.04
Town Portion: $ 136,498.25 or 53.9%
County Portion: $ 26,569.93 or 10.5%
School Portion: $ 90,046.86 or 35.6%



*** Only sales with a usable value sale price are displayed. A property may have a more recent sale than what is displayed if the sale price is not considered usable by property assessment standards. Information on is considered a usable value can be found on the New York State Department of Taxation and Finance website at the links below. If you would like information on a sale that is not considered usable please contact the Town of Amherst Assessor's Office (departments.php?dept_id=dept_02).**

NYS Valuation Standards (https://www.tax.ny.gov/research/property/reports/ratio/uniformassmntstd/valuation.htm)

NYS Sales Usability Criteria (https://www.tax.ny.gov/research/property/assess/sales/salescriteria.htm)

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

TOWN OF AMHERST
5583 Main Street | Williamsville, NY 14221
(716) 631-7000

(../../INDEX.PHP)

NAVIGATION

Subject Property

Address: 101-334 Village Park Dr
Section, Block & Lot (SBL): 68.19-3-1.2
Owner Name: Presbyterian Village At,



(../../../images/cpi_nophoto.jpg)

2023 Town / County Property Tax Detail

Description	Taxable Units	Tax Rate (per unit)	Tax Amount Billed
Central Alarm	4,880,000	0.10032000	$ 489.56
Cons Drain Dist/CDD	4,880,000	0.07160100	$ 349.41
Cons Drain Dist/CDD	4,880,000	0.14600700	$ 712.51
Cons Drain Dist/CDD	168,816	0.01336600	$ 2,256.39
Cons Sewer A/CSSD	0	0.30000000	$ 0.00
Cons Sewer A/CSSD	4,880,000	0.27492000	$ 1,341.61
Cons Sewer A/CSSD	1,547	5.55727400	$ 8,597.10
County Service Tax	4,880,000	4.99154300	$ 24,358.73
General Town Tax	4,880,000	2.67605200	$ 13,059.13
Highway Tax	4,880,000	1.21903800	$ 5,948.91
Library Tax	4,880,000	0.45311500	$ 2,211.20
Snyder FD 7	4,880,000	0.86923100	$ 4,241.85
Unpaid School Tax	4,880,000	1.10500000	$ 99,501.78
***Note: may include tax relevy.**			**$163,068.18**

2022 Town / County Property Tax Detail

Description	Taxable Units	Tax Rate (per Unit)	Tax Amount Billed

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

Cons Sewer A/CSSD	0	0.30000000	$ 0.00
Cons Sewer A/CSSD	4,880,000	0.26251400	$ 1,281.07
Cons Sewer A/CSSD	1,205	4.15574500	$ 5,007.67
County Service Tax	0	4.63276000	$ 0.00
Ex Cons Drain/CDD	168,816	0.01341600	$ 2,264.84
Ex Cons Drain/CDD	4,880,000	0.07279700	$ 355.25
Ex Cons Drain/CDD	0	0.14405400	$ 0.00
General Town Tax	0	2.89733200	$ 0.00
Highway Tax	0	1.02451800	$ 0.00
Library Tax	0	0.40302800	$ 0.00
Snyder FD 7	0	0.87892600	$ 0.00
***Note: may include tax relevy.**			**$52,622.11**

About Amherst

The Town of Amherst was established in 1818 and celebrated its **200th Anniversary (http://www.amherst.ny.us/content/anniversary.php?section=intro)** in 2018. The town has a geographical area of 53.6 square miles and a population of greater than 122,000.

Disclaimer, Copyright and Maintenance (../content/copyright.php)
How to use our site (pdf/it/how-to.pdf)

Americans with Disabilities Act (ADA)

The Town of Amherst ADA Coordinators are Robert McCarthy (Director of Human Resources) and Mark Berke (Commissioner of Buildings).

Click (../content/ada.php) for more information about ADA.

Website Contact

The Town of Amherst takes great pride in providing useful, timely and accurate information through its official website. We encourage public participation in our website and ask that you provide your **feedback (mailto:toawebsite@amherst.ny.us?subject=contact website administrator)** to help us make our site even better. Contact the website administrator at **toawebsite@amherst.ny.us (mailto:toawebsite@amherst.ny.us?subject=contact website administrator).**

Get in Touch

General Information:
(716) 631-7000
Email:
toainfo@amherst.ny.us (mailto:toainfo@amherst.ny.us)
Address:
Municipal Building (Town Hall)
5583 Main Street
Williamsville, NY
14221

Copyright © 2018 Town of Amherst, New York, USA. All Rights Reserved.

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

EXHIBIT B

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

Town of Amherst

Assessment Equity Update 2024

Emily A. Murphy
Assessor

Owner Name and Mailing Address:

c/o Presbyterian Village At North Church Inc.
2235 Millersport Hwy
Williamsville NY, 14221

Property Address:

142289 68.19-3-1.2

101-334 Village Park Dr
Amherst NY

April 7, 2023

Dear Property Owner,

As part of the annual assessment process in the Town of Amherst, the assessor is requesting your assistance in providing property inventory information.

The goal of the project is to create fair and equitable property assessments. A critical element of this effort is to ensure the accuracy of the inventory data for each property, which will assist in maintaining a correct full value assessment.

Please take some time to complete the survey on the back of this page. We are requesting information relating to rent rates, occupancy, use, apartment units and mix, expenses, etc. as they related to your specific property. Please provide your response by May 5, 2023.

In addition, any information that relates to inventory or current use is welcomed to help ensure the accuracy of the data. This may include: building survey or site plan, rent roll or leases, operating expenses, recentappraisal, ect. **Any information provided, with the exception of inventory data, will be kept confidential.**

Thank you in advance for your cooperation in regard to this very important process. If you have any questions regarding this survey, please contact me at:
716-631-7041.

Please return the survey to:

Town of Amherst
Assessor's Office
5583 Main Street
Williamsville, NY 14221

or

Scan and Email to:
jhennard@amherst.ny.us

Jeffrey E. Hennard
Senior Real Property Appraiser

PLEASE SEE REVERSE SIDE FOR SURVEY

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

COMMERCIAL/INDUSTRIAL PROPERTY SURVEY

142289
68.19-3-1.2

Property Address _____

Owner Name _____

Owner Phone Number _____

Property Type (Please circle one)

Retail	Office	Plaza
Industrial	Auto	Bar/Tavern
Hotel/Motel	Gas/Service	Mixed-Use (commercial/apt)
Restaurant	Apartments	Other _____

Tenant/Lease Information (Please include all space: occupied and vacant)

Floor Location	Business Type/Use or Vacant Area	Size of Occupied/Rented Area or Vacant Area	Annual Rent (Total or Per Sq.ft.)	Who Pays Expenses
Example: ***1st Floor***	***Owner Occ., Retail or Vacant Office***	***900 sf***	***$9,000 or $10/sf***	***Tenant - electric and gas*** ***LandLord - water, taxes, insur.***

Apartment Information

Unit Types	No. of Units	Monthly Rent Range	Tenant Paid Expenses
Example: ***1 BR***	***8***	***2@$400;2@$450;4@$500***	***gas, electric, parking***

Owners Expense Information

Expense Item	Annual Expense
Real Estate Tax	
Building Insurance	
Maintenance/ Repairs	
Gas	
Electric	
Water	
Other	

Other Information

Actual Year Built: _____

Recent Improvements: _____

_____

Required Repairs/Upgrades: _____

_____

Associated Tax Parcels: _____

_____

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

TOWN OF AMHERST
ASSESSOR'S OFFICE
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, N.Y. 14221

quadient
FIRST-CLASS MAIL
PRSRT - IMI
$000.54 6
04/19/2023 ZIP 14221
043M31229357
US POSTAGE

Presbyterian Village at
North Church Inc.
c/o 2235 Millersport Hwy.
Amherst, N.Y. 14068

BYM-PMM 14068

EXHIBIT C

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

BEECHWOOD CONTINUING CARE

2235 MILLERSPORT HIGHWAY
GETZVILLE • NEW YORK 14068
PHONE 716-810-7000 • FAX 716-636-0026
FINANCE OFFICE FAX 716-636-4564
www.beechwoodcare.org

February 18, 2022

Mr. Brian Kulpa
Amherst Town Supervisor
5583 Main Street
Williamsville, NY 14221

Dear Brian:

I'm sending this letter as follow-up to my February 15, 2022 voicemail and email.

I've recently been notified of a change in the Town's position regarding the status of the Presbyterian Village at North Church property located on Village Park Drive in the Town of Amherst.

By way of review, back in 2018-2019 Beechwood Continuing Care began the process of acquiring Presbyterian Senior Care of WNY (PSCWNY) – in order to keep PSCWNY from having to file for bankruptcy, and to ensure continued NFP ownership / continuity for the seniors in residence. Given the significant amount of liability and debt inherited, the Town of Amherst was consulted regarding establishing a PILOT agreement for the Presbyterian Village at North Church property. Beechwood requested consideration for a delay in payment until starting in 2022 (so that we could focus our immediate attention and limited resources on severe disrepair) with a 3% increase in payment amount each year until 2036 – at which time we would be paying 100% assessed value in property taxes. Please see attached schedule provided by the Town Assessor in June of 2021.

Earlier this month, we were notified by the Deputy Town Attorney that due to a change in personnel / direction the Town was reversing course and reviewing everything anew. Now even the exempt status of the parcel is being challenged. For some reason, even though the property was never classified as affordable housing, the Town Attorney has apparently identified the property as if it is an affordable housing facility owned by a Housing Development Fund Corporation. It is not, it has always been and still is simply apartment living for seniors.

I've greatly appreciated your candor and direction when we've met previously regarding The Blocher Homes transition / initiative. May I respectfully request to meet with you to discuss this very disconcerting matter regarding Presbyterian Village at North Church? Thank you for your consideration.

Stay well.

Sincerely,

Daniel P. O'Neill
President/CEO

Enclosure

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

YEAR	PILOT AMOUNT	ERIE COUNTY	SCHOOL DISTRICT	TOWN OF AMHERST
2022	$60,000	$15,000	$15,000	$30,000
2023	$61,800	$15,450	$15,450	$30,900
2024	$63,654	$15,914	$15,914	$31,827
2025	$65,564	$16,391	$16,391	$32,782
2026	$67,531	$16,883	$16,883	$33,765
2027	$69,556	$17,389	$17,389	$34,778
2028	$71,643	$17,911	$17,911	$35,822
2029	$73,792	$18,448	$18,448	$36,896
2030	$76,006	$19,002	$19,002	$38,003
2031	$78,286	$19,572	$19,572	$39,143
2032	$80,635	$20,159	$20,159	$40,317
2033	$83,054	$20,764	$20,764	$41,527
2034	$85,546	$21,386	$21,386	$42,773
2035	$88,112	$22,028	$22,028	$44,056
2036	$90,755	$22,689	$22,689	$45,378
TOTAL	$1,115,934	$278,984	$278,984	$557,967

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

EXHIBIT D

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

Let me know what you think.

Best,

-Matt

Matthew V. Carrigg
Associate
mcarrigg@nixonpeabody.com
T/ 585.263.1214 M/ 607.349.4429 F/ 844.823.8123

Nixon Peabody LLP
1300 Clinton Square, Rochester, NY 14604-1792
nixonpeabody.com @NixonPeabodyLLP

This email message and any attachments are confidential and may be protected by the attorney/client or other applicable privileges. The information is intended to be conveyed only to the designated recipient(s) of the message. If you are not an intended recipient, please notify the sender immediately and delete the message from your email system. Unauthorized use, dissemination, distribution or reproduction of this message by other than the intended recipient is strictly prohibited and may be unlawful. Thank you.

From: Carrigg, Matthew
Sent: Monday, January 24, 2022 2:13 PM
To: 'Alba, Sam' <salba@amherst.ny.us>; David Marrano <dcmarrano@verizon.net>
Cc: Rossi, Angela <arossi@amherst.ny.us>; Melski, Emily <emelski@amherst.ny.us>; Murphy, Emily <emurphy@amherst.ny.us>; Stillwell, Laurie <lstillwell@amherst.ny.us>; Sliwa, Stanley J. <ssliwa@amherst.ny.us>
Subject: RE: DRAFT PILOT AGREEMENT WITH PAYMENT SCHEDULE-Presbyterian Village

Hi Sam,

Thanks for the letter. I am not sure why this keeps coming up, but this project is not an affordable housing project. Please see the attached correspondence from June 2021 and October 2021, where this point was discussed at length. The purpose of the PILOT is in lieu of the owner's pursuing a 420-a exemption. Included in the attached e-mails are my proposed edits to the form of PILOT agreement that was circulated last year.

Please let me know if a call would be helpful.

Best,

-Matt

Matthew V. Carrigg
Associate
mcarrigg@nixonpeabody.com
T/ 585.263.1214 M/ 607.349.4429 F/ 844.823.8123

Nixon Peabody LLP
1300 Clinton Square, Rochester, NY 14604-1792
nixonpeabody.com @NixonPeabodyLLP

This email message and any attachments are confidential and may be protected by the attorney/client or other applicable privileges. The information is intended to be conveyed only to the designated recipient(s) of the message. If you are not an intended recipient, please notify the sender immediately and delete the message from your email system. Unauthorized use, dissemination, distribution or reproduction of this message by other than the intended recipient is strictly prohibited and may be unlawful. Thank you.

From: Alba, Sam <salba@amherst.ny.us>
Sent: Monday, January 24, 2022 2:08 PM
To: Carrigg, Matthew <mcarrigg@nixonpeabody.com>; David Marrano <dcmarrano@verizon.net>

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

Cc: Rossi, Angela <arossi@amherst.ny.us>; Melski, Emily <emelski@amherst.ny.us>; Murphy, Emily <emurphy@amherst.ny.us>; Stillwell, Laurie <lstillwell@amherst.ny.us>; Sliwa, Stanley J. <ssliwa@amherst.ny.us>
Subject: RE: DRAFT PILOT AGREEMENT WITH PAYMENT SCHEDULE-Presbyterian Village

Good Afternoon Matthew,

Please see the attached correspondence.

Thanks.

Sam Alba

Samuel A. Alba, Esq.
Senior Deputy Attorney
Town of Amherst
Amherst Municipal Building
5583 Main Street
Williamsville, New York 14221
(716) 631-7037 (p)
(716) 631-7101 (f)
E-Mail : salba@amherst.ny.us
Confidentiality Notice: This electronic mail transmission is intended for the use of the individual or entity to which it is addressed and may contain confidential information belonging to the sender which is protected by the attorney-client privilege. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by e-mail and delete the original message. Thank you for your cooperation.

From: Carrigg, Matthew [mailto:mcarrigg@nixonpeabody.com]
Sent: Tuesday, January 18, 2022 10:25 AM
To: David Marrano <dcmarrano@verizon.net>
Cc: Rossi, Angela <arossi@amherst.ny.us>; Melski, Emily <emelski@amherst.ny.us>; Murphy, Emily <emurphy@amherst.ny.us>; Stillwell, Laurie <lstillwell@amherst.ny.us>; Alba, Sam <salba@amherst.ny.us>; Sliwa, Stanley J. <ssliwa@amherst.ny.us>
Subject: RE: DRAFT PILOT AGREEMENT WITH PAYMENT SCHEDULE-Presbyterian Village

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.
Hi All,

Looking to move this forward. We are coming up on a year of working on this. We need to wrap it up. Please let me know what you need in order to accomplish this.

Best,

-Matt

Matthew V. Carrigg
Associate
mcarrigg@nixonpeabody.com
T/ 585.263.1214 M/ 607.349.4429 F/ 844.823.8123

Nixon Peabody LLP
1300 Clinton Square, Rochester, NY 14604-1792
nixonpeabody.com @NixonPeabodyLLP

This email message and any attachments are confidential and may be protected by the attorney/client or other applicable privileges. The information is intended to be conveyed only to the designated recipient(s) of the message. If you are not an intended recipient, please notify the sender immediately and delete the message from your email system. Unauthorized use, dissemination, distribution or reproduction of this message by other than the intended recipient is strictly prohibited and may be unlawful. Thank you.

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

From: Carrigg, Matthew
Sent: Tuesday, November 23, 2021 10:00 AM
To: 'David Marrano' <dcmarrano@verizon.net>
Cc: arossi@amherst.ny.us; emelski@amherst.ny.us; emurphy@amherst.ny.us; lstillwell@amherst.ny.us; salba@amherst.ny.us; ssliwa@amherst.ny.us
Subject: RE: DRAFT PILOT AGREEMENT WITH PAYMENT SCHEDULE-Presbyterian Village

Hi All,

Any update on this PILOT? We would like to wrap it up in early December since it has been hanging out there for so long. Let me know if you need any additional info from me in order to finalize.

Matthew V. Carrigg
Associate
mcarrigg@nixonpeabody.com
T/ 585.263.1214 M/ 607.349.4429 F/ 844.823.8123

Nixon Peabody LLP
1300 Clinton Square, Rochester, NY 14604-1792
nixonpeabody.com @NixonPeabodyLLP

This email message and any attachments are confidential and may be protected by the attorney/client or other applicable privileges. The information is intended to be conveyed only to the designated recipient(s) of the message. If you are not an intended recipient, please notify the sender immediately and delete the message from your email system. Unauthorized use, dissemination, distribution or reproduction of this message by other than the intended recipient is strictly prohibited and may be unlawful. Thank you.

From: David Marrano <dcmarrano@verizon.net>
Sent: Friday, October 15, 2021 3:16 PM
To: Carrigg, Matthew <mcarrigg@nixonpeabody.com>
Cc: arossi@amherst.ny.us; emelski@amherst.ny.us; emurphy@amherst.ny.us; lstillwell@amherst.ny.us; salba@amherst.ny.us; ssliwa@amherst.ny.us
Subject: Fwd: DRAFT PILOT AGREEMENT WITH PAYMENT SCHEDULE-Presbyterian Village

Mathew

Hope all is well

We had an internal call this week regarding the proposed PILOT.

Our legal team is doing some follow up. Sam Alba , our Deputy Town Attorney, who is copied on this email, will be your legal point of contact.

We will be reaching out to you in next two weeks with any follow up.

Thank You

Dave Marrano

This email message and any attachments are confidential and may be protected by the attorney/client or other applicable privileges. The information is intended to

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

be conveyed only to the designated recipient(s) of the message. If you are not an intended recipient, please notify the sender immediately and delete the message from your email system. Unauthorized use, dissemination, distribution or reproduction of this message by other than the intended recipient is strictly prohibited and may be unlawful. Thank you.

From: Rossi, Angela <arossi@amherst.ny.us>
Sent: Friday, October 8, 2021 3:18 PM
To: Carrigg, Matthew <mcarrigg@nixonpeabody.com>
Cc: Stillwell, Laurie <lstillwell@amherst.ny.us>; Sliwa, Stanley J. <ssliwa@amherst.ny.us>; Murphy, Emily <emurphy@amherst.ny.us>; David Marrano <dcmarrano@verizon.net>
Subject: RE: DRAFT PILOT AGREEMENT WITH PAYMENT SCHEDULE-Presbyterian Village

Hi Matthew-

Thank you for reaching out. Dave (copied on this email) is now retired but he is working with the Town as a consultant and we will continue to keep him in the loop. I'm not sure if you sent any information about your project in the past, but it would be helpful to discuss you project and the terms of the PILOT at Presbyterian Homes that is being proposed with this group, as some of us are will be looking at this project for the first time. Can you send your teams availably for the week of October 25th, so we can get a meeting scheduled to discuss? Also, for this meeting it would be helpful to see a project narrative which provides some background on the affordability at the property and the importance of the PILOT for rehab.

Please let me know if you have any questions.

Angela

Angela Panaro Rossi | Director of Economic Development
Town of Amherst
716-631-7035 (O) | 716-238-3409 (C)

From: Carrigg, Matthew <mcarrigg@nixonpeabody.com>
Sent: Wednesday, October 6, 2021 8:52 PM
To: Rossi, Angela <arossi@amherst.ny.us>; Stillwell, Laurie <lstillwell@amherst.ny.us>; Sliwa, Stanley J. <ssliwa@amherst.ny.us>; Murphy, Emily <emurphy@amherst.ny.us>
Subject: RE: DRAFT PILOT AGREEMENT WITH PAYMENT SCHEDULE-Presbyterian Village

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.
Hi All,

Circling back on this. I understand that David is now retired. What do we need to do to move this along?

Matthew V. Carrigg
Associate
mcarrigg@nixonpeabody.com
T/ 585.263.1214 M/ 607.349.4429 F/ 844.823.8123

Nixon Peabody LLP
1300 Clinton Square, Rochester, NY 14604-1792
nixonpeabody.com @NixonPeabodyLLP
Nixon Peabody *Pro Bono Champion*

This email message and any attachments are confidential and may be protected by the attorney/client or other applicable privileges. The information is intended to be conveyed only to the designated recipient(s) of the message. If you are not an intended recipient, please notify the sender immediately and delete the message from your email system. Unauthorized use, dissemination, distribution or reproduction of this message by other than the intended recipient is strictly prohibited and may be unlawful. Thank you.

From: Marrano, David C. <dmarrano@amherst.ny.us>
Sent: Monday, August 23, 2021 8:03 AM
To: Carrigg, Matthew <mcarrigg@nixonpeabody.com>
Cc: Rossi, Angela <arossi@amherst.ny.us>; Stillwell, Laurie <lstillwell@amherst.ny.us>; Sliwa, Stanley J. <ssliwa@amherst.ny.us>; Murphy, Emily <emurphy@amherst.ny.us>
Subject: FW: DRAFT PILOT AGREEMENT WITH PAYMENT SCHEDULE-Presbyterian Village

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

Mathew,

To confirm our discussion last week, I wanted to bring you up to speed on a few changes happening here at the Town Of Amherst, and our process on PILOT's involving these type of housing units.

Angela Rossi, our Economic Development Director will now assume the lead role on these type of PILOT's. She will be your main point of contact initially as we work through the specifics of the PILOT. She will coordinate with other Town Staff involved (such as Assessors office, Legal, Community Development) plus involve the other taxing entities (School/County) when needed. Also note that I am retiring effective September 17th, 2021. I have copied Emily Murphy on this email as she will be assuming my position.

For the town staff, I have attached the initial draft and payment schedule that was put in place for the proposed PILOT.

The Town looks forward to working with you and your client on this project.

From: Carrigg, Matthew <mcarrigg@nixonpeabody.com>
Sent: Thursday, June 10, 2021 11:38 AM
To: Schultz, Joanne A. <jschultz@amherst.ny.us>; Marrano, David C. <dmarrano@amherst.ny.us>
Cc: Pelletier, Anita <APelletier@nixonpeabody.com>
Subject: RE: DRAFT PILOT AGREEMENT WITH PAYMENT SCHEDULE-Presbyterian Village

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.
Hi Joanne and David,

Attached in track changes are comments to the draft PILOT Agreement. Beechwood is comfortable with the proposed PILOT payment schedule.

Beechwood also confirmed that this is not an affordable housing project, so I struck all references to the PHFA. Beechwood and NP inherited the negotiations of the PILOT post acquisition closing, so I am not sure what the discuss was with respect to affordable housing. But this location is not that and there is no HDFC ownership, regulatory agreement or financing from NYS HFA, NYS HTFC, NYS DHCR or similar funding source. My recollection from former counsel was that the PILOT was in lieu of pursuing and obtaining a 420-a not-for-profit exemption.

Best,

-Matt

Matthew V. Carrigg
Associate
mcarrigg@nixonpeabody.com
T 585-263-1214 | C 607-349-4429 | F 844-823-8123
Nixon Peabody LLP | 1300 Clinton Square | Rochester, NY 14604-1792
nixonpeabody.com | @NixonPeabodyLLP

Nixon Peabody ***Pro Bono Champion***

Please consider the environment before printing this email.
This email message and any attachments are confidential and may be protected by the attorney/client or other applicable privileges. The information is intended to be conveyed only to the designated recipient(s) of the message. If you are not an intended recipient, please notify the sender immediately and delete the message from your email system. Unauthorized use, dissemination, distribution or reproduction of this message by other than the intended recipient is strictly prohibited and may be unlawful. Thank you.

From: Schultz, Joanne A. <jschultz@amherst.ny.us>
Sent: Thursday, June 3, 2021 12:14 PM
To: Carrigg, Matthew <mcarrigg@nixonpeabody.com>
Cc: Marrano, David C. <dmarrano@amherst.ny.us>
Subject: DRAFT PILOT AGREEMENT WITH PAYMENT SCHEDULE-Presbyterian Village

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

[EXTERNAL E-MAIL]

Matthew: Attached is DRAFT PILOT with Payment Schedule.
Once we are finalized, I will draft a resolution for Town Board Approval.

Thank you.
Joanne

Joanne A. Schultz, Esq.
Senior Deputy Town Attorney
Town of Amherst Town Attorney's Office
5583 Main Street
Williamsville, New York 14221
(716) 631-7037 (p)
(716) 631-7101 (f)
jschultz@amherst.ny.us

Confidentiality Notice: This electronic mail transmission is intended for the use of the individual or entity to which it is addressed and may contain confidential information belonging to the sender which is protected by the attorney-client privilege. No confidentiality or privilege is waived or lost by any error in transmission. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing or using any of this information and are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by e-mail and delete the original message. Thank you for your cooperation.

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

EXHIBIT E

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

-----Original Message-----
Date: Monday, February 1, 2021 8:34 PM
From: "Pelletier, Anita" <APelletier@nixonpeabody.com>
To: Daniel O'Neill <doneill@beechwoodcare.org>, "Kristin Anderson (kanderson@beechwoodcare.org)" <kanderson@beechwoodcare.org>
Subject: FW: Presbyterian Senior Proposed PILOT [IWOV-Active.FID2768346]

Warning: Please be cautious of any emails pertaining to COVID-19 / Coronavirus that are not from a trusted sender. There has been a large increase globally in malicious emails related to the virus and various different types of scams centered around it.

Daniel/Kristin,
I received a call today from Mark McNamara at Barclay Damon. The Town of Amherst is moving senior living facilities and other housing projects to PILOT agreements rather than straight real property tax exemption. The T/Amherst attorney provided a standard agreement that is being used and asked that PSCWNY revise the agreement to reflect the correct property information, etc.
Because closing is scheduled for next week, Mark did not want to start work on revising the agreement without confirming how Beechwood wanted to move forward. Specifically, Do you want Mark to work on the agreement or do you want Nixon to handle? All the taxing districts need

to sign off on the agreement so it is very unlikely that this will be finalized before closing. So, any engagement to revise/negotiate the agreement should be with the new Beechwood owner.
Let me know if you want to discuss.
Anita.

Anita Pelletier
Pronouns: She/Her/Hers
Counsel
T 585-263-1164 | C 585-766-9685 | F 866-947-0499
Nixon Peabody LLP | 1300 Clinton Square | Rochester, NY 14604-1792
T 617-345-1169
Nixon Peabody LLP | Exchange Place | 53 State Street | Boston, MA 02109-2835
www.nixonpeabody.com | @nixonpeabodyLLP

The tragic coronavirus (COVID-19) outbreak is impacting lives, families, and businesses. As the U.S. economy re-opens, Nixon Peabody's Coronavirus Response Team is actively advising clients as they navigate through these uncertain times.

Nixon Peabody *Pro Bono Champion*

Please consider the environment before printing this email.
This email message and any attachments are confidential and may be protected by the attorney/client or other applicable privileges. The information is intended to be conveyed only to the designated recipient(s) of the message. If you are not an intended recipient, please notify the sender immediately and delete the message from your email system. Unauthorized use, dissemination, distribution or reproduction of this message by other than the intended recipient is strictly prohibited and may be unlawful. Thank you.

From: McNamara, Mark R. <mmcnamara@barclaydamon.com>
Sent: Monday, February 1, 2021 2:59 PM
To: Pelletier, Anita <APelletier@nixonpeabody.com>
Cc: rday@barclaydamon.com
Subject: FW: Presbyterian Senior Proposed PILOT [IWOV-Active.FID2768346]
[EXTERNAL E-MAIL]

Anita,
As we discussed. Please let me know how Beechwood would like to proceed.

Mark R. McNamara

Partner

The Avant Building • 200 Delaware Avenue • Suite 1200 • Buffalo, NY 14202
D: (716) 566-1536 • F: (716) 846-1210 • C: (716) 983-3098
E: MMcNamara@barclaydamon.com

www.barclaydamon.com • vCard • Profile

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

This electronic mail transmission is intended only for the use of the individual or entity to which it is addressed and may contain confidential information belonging to the sender which is protected by the attorney-client privilege. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by e-mail and delete the original message. ~BD~

From: Schultz, Joanne A. <jschultz@amherst.ny.us>
Sent: Monday, February 1, 2021 12:42 PM
To: McNamara, Mark R. <MMcNamara@barclaydamon.com>
Subject: Presbyterian Senior Proposed PILOT

Marc: This is the draft agreement we discussed. Please feel free to call me with
Any questions. Thanks
Joanne

Joanne A. Schultz, Esq.
Senior Deputy Town Attorney
Town of Amherst Town Attorney's Office
5583 Main Street
Williamsville, New York 14221
(716) 631-7037 (p)
(716) 631-7101 (f)
jschultz@amherst.ny.us

Confidentiality Notice: This electronic mail transmission is intended for the use of the individual or entity to which it is addressed and may contain confidential information belonging to the sender which is protected by the attorney-client privilege. No confidentiality or privilege is waived or lost by any error in transmission. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing or using any of this information and are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by e-mail and delete the original message. Thank you for your cooperation.

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)



nixonpeabody.com | @NixonPeabodyLLP

Nixon Peabody *Pro Bono Champion*

Please consider the environment before printing this email.
This email message and any attachments are confidential and may be protected by the attorney/client or other applicable privileges. The information is intended to be conveyed only to the designated recipient(s) of the message. If you are not an intended recipient, please notify the sender immediately and delete the message from your email system. Unauthorized use, dissemination, distribution or reproduction of this message by other than the intended recipient is strictly prohibited and may be unlawful. Thank you.

From: Carrigg, Matthew
Sent: Thursday, May 20, 2021 12:02 PM
To: 'Kristin Anderson' <kanderson@beechwoodcare.org>
Cc: Pelletier, Anita <APelletier@nixonpeabody.com>
Subject: RE: re: fw: Town of Amherst - PILOT Questions

Thanks, Kristin – This is helpful. I will pass this along to the Town and let you know if there is any follow-up questions.



Matthew V. Carrigg
Associate
mcarrigg@nixonpeabody.com
T 585-263-1214 | C 607-349-4429 | F 844-823-8123
Nixon Peabody LLP | 1300 Clinton Square | Rochester, NY 14604-1792
nixonpeabody.com | @NixonPeabodyLLP

Nixon Peabody *Pro Bono Champion*

Please consider the environment before printing this email.
This email message and any attachments are confidential and may be protected by the attorney/client or other applicable privileges. The information is intended to be conveyed only to the designated recipient(s) of the message. If you are not an intended recipient, please notify the sender immediately and delete the message from your email system. Unauthorized use, dissemination, distribution or reproduction of this message by other than the intended recipient is strictly prohibited and may be unlawful. Thank you.

From: Kristin Anderson <kanderson@beechwoodcare.org>
Sent: Thursday, May 20, 2021 12:00 PM
To: Carrigg, Matthew <mcarrigg@nixonpeabody.com>
Cc: Pelletier, Anita <APelletier@nixonpeabody.com>
Subject: fw: re: fw: Town of Amherst - PILOT Questions

[EXTERNAL E-MAIL]

Highlighted is correct - 80 total units, 73 available for rent, others either being used for administrative office (1), maintenance offices (2), guest suites (2) or storage (2). What is the right answer for the Town? - Kristin
-----Original Message-----
Date: Thursday, May 20, 2021 11:57 AM
From: LLundy (Lisa Lundy)
To: KANDERSON
Subject: re: fw: Town of Amherst - PILOT Questions

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

Just confirming, if you include the office yes 80. If you are not including the office 79, of course that is the goal one day!

On Thursday, May 20, 2021 11:53 AM, Kristin Anderson wrote:

Ok - I think I have it. So, if ALL apartments were filled with residents, we'd have 80 apartments rented out, right? (Not saying that's the goal, just making sure I have an accurate count for the attorneys!)

On Thursday, May 20, 2021 11:51 AM, Lisa Lundy wrote:

yes it is

On Thursday, May 20, 2021 11:51 AM, Kristin Anderson wrote:

Ok - is the file storage an actual apartment that could be rented out?

On Thursday, May 20, 2021 11:50 AM, Lisa Lundy wrote:

total 79 1 file storage

On Thursday, May 20, 2021 11:46 AM, Kristin Anderson wrote:

So, put another way, is this right?
73 apartments currently available for rent
1 admin office
2 Guest suites
2 Maintenance storage
2 file storage

On Thursday, May 20, 2021 11:30 AM, Lisa Lundy wrote:

Good Morning Kristin!
Bld 1 - 24 rentable/sellable apartments (my office is not counted in the 24 nor is the guest suite or the storage apartments but both could be sold or rented)
Bld 2 - 25 rentable/sellable apartments (not included in the 25 1 corporate storage and 1 maint both could be sold or rented)
Bld 3 - 24 rentable/sellable apatments (not included in the 24 1 guest suite and 1 maint both could be sold or rented)
Total of 79 apartments

On Thursday, May 20, 2021 11:08 AM, Kristin Anderson wrote:

Lisa - see below. How many actual units do you have? All in, regardless of how they are being used?
Second question - how many are "offline" and why (for example your office is technically a unit) Thx!
-----Original Message-----
Date: Thursday, May 20, 2021 9:07 AM
From: "Carrigg, Matthew" <mcarrigg@nixonpeabody.com>
To: "kanderson@beechwoodcare.org" <kanderson@beechwoodcare.org>
cc: "Pelletier, Anita" <APelletier@nixonpeabody.com>
Subject: Town of Amherst - PILOT Questions

Hi Kristin,
The Town of Amherst is close to circulating an updated draft of the PILOT Agreement. One question it has is the exact number of units at the facility. The Town's data is showing 84 units, but the rent roll seems to indicate a total of 76 units. Can you please confirm the exact number of units? The Town is asking for a signed, notarized letter from Beechwood certifying to the exact number of units.
Best,
-Matt

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)



Matthew V. Carrigg
Associate
mcarrigg@nixonpeabody.com
T 585-263-1214 | C 607-349-4429 | F 844-823-8123
Nixon Peabody LLP | 1300 Clinton Square | Rochester, NY 14604-1792
nixonpeabody.com | @NixonPeabodyLLP

Nixon Peabody *Pro Bono Champion*

Please consider the environment before printing this email.
This email message and any attachments are confidential and may be protected by the attorney/client or other applicable privileges. The information is intended to be conveyed only to the designated recipient(s) of the message. If you are not an intended recipient, please notify the sender immediately and delete the message from your email system. Unauthorized use, dissemination, distribution or reproduction of this message by other than the intended recipient is strictly prohibited and may be unlawful. Thank you.

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

AGREEMENT FOR PAYMENT IN LIEU OF

Between PRESBYTERIAN VILLAGE AT NORTH CHURCH, INC.

And

THE TOWN OF AMHERST, ERIE COUNTY & THE WILLIAMSVILLE SCHOOL DISTRCT

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY (this "***Agreement***") is made and entered into as of _____ ___, 2021 by and between **PRESBYTERIAN VILLAGE AT NORTH CHURCH, INC**, a New York not-for-profit corporation with an address of 2235 Millersport Highway, Getzville, New York 14068 ("***Applicant***"), the **TOWN OF AMHERST**, a municipal corporation duly with an address of 5583 Main Street, Williamsville, New York 14221 (the "***Town***"), Erie County ("***Erie County***") and the Williamsville Central School District ("***School District***"). Applicant, the Town, Erie County and School District are each a "***Party***" and are collectively referred to herein as the "**Parties**".

WHEREAS, Applicant, is the owner and operator of a senior housing project located at 101-334 Village Park Drive (Tax Map No.: 68.19-3-1.2) in the Town of Amherst consisting of 80 independent senior living apartments containing 15 one-bedroom units, 63 two-bedroom units and 1 three-bedroom unit. (the "***Property***"); and

WHEREAS, it is the intention of the Parties that the Applicant make annual payments to the Town, Erie County and School District for the term of this Agreement in lieu of real property taxes that would otherwise be assessed on the Project; and

WHEREAS, the Senor Housing Project is intended to be affordable to low income households, and affordability of the property for residential use by low income persons shall remain consistent throughout the duration of the PILOT Agreement; and

WHEREAS, the Town, County and School District wish to grant the Taxpayer and the Company such relief as permitted under Section 577 of the PHFL.

WHEREAS, the Town, by resolution of the Town Board, adopted [Resolution No. ____] on [___] approved this Agreement and authorized this Agreement to be executed on behalf of the Town by the supervisor; and

WHEREAS, Erie County, by resolution of the Erie County Legislature, adopted a resolution on _____ __, 20__ approved this Agreement and its execution on behalf of the County; and

WHEREAS, the School District, by resolution of the Board of Education, adopted a resolution on _____ ___, 20__ approved this Agreement and its execution on behalf of the School District; and

NOW THEREFORE, in exchange for the mutual commitments set forth herein and other good and valuable consideration, the parties agree as follows:

1. **Tax Exemption**. The parties agree that Taxpayer qualifies for real property tax exemption

for the Project in accordance with the provisions of Article 11 of the PHFL.

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

2. **Obligation of the Taxpayer to Make Payments in Lieu of Taxes**. The Town, County & School District require, and the Taxpayer shall, make payments in lieu of real property taxes to the appropriate taxing authorities pursuant to the real estate tax policies of the Town and County, subject to the terms of this PILOT Agreement.

3. **Requirements of Taxpayer**.

a. The PILOT Agreement period is to commence on the Commencement Date, as hereinafter defined, and be concurrent with the Project's use as affordable housing and for so long as a municipality aided, state aided and/or federally aided mortgage is outstanding on the Project, but shall not exceed fifteen (15) years.

b. The Taxpayer shall provide the Town, County & School District such information concerning its operations and the operations of the Project in form and substance as may from time to time be reasonably requested. Such information shall include, but shall not be limited to, the annual financial statements of the Taxpayer from the calendar year immediately preceding the fiscal year in which payments are due.

c. The Taxpayer shall permit the Comptroller of the Town, County & School District to audit its books and records within fourteen (14) days after receiving a written request from the Town, County or School District.

4. **Taxing Authorities and Amounts**.

a. Upon commencement of the Town's next taxable status date following substantial completion of the Project described herein as evidenced by receipt of a Certificate of Occupancy (the "Commencement Date"), the Taxpayer shall make annual payments in lieu of local and municipal real estate taxes, including school taxes as follows:

i) the Taxpayer will make a fixed annual PILOT payment to the parties in the amounts as stated in ***Schedule "A"***, attached hereto and made a part hereof, in satisfaction of all real property taxes. Please note that the taxing authorities will not be invoicing the taxpayer on an annual basis and the taxpayer is obligated to make the annual payments as set forth in ***Schedule "A"*** by January 31st of each year.

ii) In addition to the payments set forth in Schedule A, the Taxpayer will be responsible for paying all special district assessments and other assessments for local improvements permitted by law;

iii) at the expiration of the fifteen (15) year period, this PILOT Agreement will cease to have any effect on the taxes due with respect to the property and the property will be taxed in accordance with applicable law unless otherwise extended or modified pursuant to a separate Agreement.

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

b. Each of the foregoing payments shall be made on or before the date that the particular tax payment would have been due to the Town, County or School District.

c. The accountant for the Taxpayer shall prepare all documents and forms required under this PILOT Agreement.

5. **Defaults in Payment in Lieu of Taxes**. In the event the Taxpayer fails to make any payment in lieu of real property taxes when due, the amount or amounts not so paid shall be a lien on the Project in the same manner that delinquent real property taxes would be and continue as an obligation to the Taxpayer until fully paid. In addition, the Taxpayer shall pay the appropriate taxing authority's or authorities' interest and penalties on the unpaid amount or amounts accruing at the same times and at the interest rates as if such amounts were delinquent real property taxes. In addition to any other remedies available to them for the collection of delinquent real property taxes, including, without limitation, in rem proceedings, the Town, County and School District may exercise any other remedies available, and such remedies shall be cumulative and the exercise of any remedy shall not be an action of remedies under law.

6. **Effect of Fulfillment of the Requirement**. Once having paid the amounts required by this PILOT Agreement when due, the Taxpayer shall not be required to pay any real property taxes for which such payments in lieu of taxes have been made, except special district assessments and other special assessments for local improvements permitted by law.

7. **Events of Default and Termination of Tax Exemption**.

a. An event of default (***"Event of Default"***) shall be defined as (1) failure of the Taxpayer to make any payment required under the PILOT Agreement when due, (2) the Taxpayer's failure to provide any notice as required by this PILOT Agreement to the Town, County or School District, (3) Taxpayer's failure to qualify, or continue to qualify, for a real property tax exemption for the Project in accordance with Article 11 of the PHFL, or (4) the transfer of title or beneficial ownership of any portion of the Project or the Land.

b. Upon the occurrence of an Event of Default as defined pursuant to Section 7(a) above, the Taxpayer shall have ten (10) days after the receipt of Notice from the Town, County or School District regarding such default to cure such default.

c. In the event the Taxpayer has not cured such default or defaults within the time period set forth in this PILOT Agreement, then the exemption from real property taxes described herein shall be deemed to have been terminated as of the taxable status date of the Town's immediately preceding fiscal year.

d. Upon a termination of the exemption from real property taxes set forth in Section 7(c) above, the Taxpayer shall be liable for real property taxes on a pro-rata basis from and after the Town's taxable status date immediately preceding the Event of Default and the statutory lien applicable to such real property taxes shall be deemed in effect as of the lien date normally applicable to such year's real property taxes, unless a separate basis for a real property tax exemption then exists for the benefit of Taxpayer.

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

e. Any such termination of the real property tax exemption applicable to the Project shall not void the liability of the Taxpayer for any unpaid payments in lieu of taxes required by this PILOT Agreement prior to such termination.

8. **Waiver**. No failure on the part of the Town, County or School District to exercise, and no delay on the part of the Town or County in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by the Town, County or School District preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

9. **Modification**. Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated, except by an instrument in writing duly executed and agreed to by the parties hereto.

10. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

11. **Notices.** All notices, demands, requests, consents or other communications required or permitted to be given or made under the PILOT shall be in writing and addressed to
the following:

If to the Town:

Joanne Schultz, Esq.
Town of Amherst
5583 Main Street
Williamsville, NY 14221

If to the Presbyterian Village at North Church:

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

11. **Pay Equity** The Taxpayer shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as Schedule "B" and made a part hereof. The Taxpayer 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 Taxpayer, 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 conforming 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 Taxpayer is not qualified to participate in future County contracts.

IN WITNESS WHEREOF, the Town, County, and Taxpayer have duly executed this Agreement as of the day and year first above written.

COUNTY OF ERIE ("COUNTY")
("TOWN")

_____

_____
Mark C. Poloncarz, County Executive
Maria R. Whyte, Deputy County Executive

Date:_____

Approved as to content
for Erie County:

_____

_____
Thomas Hersey, Commissioner
Department of Planning
& Economic Development

Date:_____

TOWN OF AMHERST

Brian J. Kulpa, Supervisor

Date:_____

Approved as to content for
the Town of Amherst:

David Marrano, Assessor

Date:_____

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

Approved as to form for Erie County:

_____

Kristen M. Walder, Esq.
Assistant County Attorney

Date:_____

Approved as to form for the Town of Amherst:

Joanne A. Schultz, Esq.,
Senior Deputy Town Attorney

Date:_____

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

SCHEDULE A

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

Such amounts shall be paid on an annual basis by January 31st of each year and shall be delivered as follows:

THE TOWN OF AMHERST:

Town Clerk's Office
5583 Main Street
Williamsville, NY 14221

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT:

Assistant Superintendent of Finance
105 Casey Road
E. Amherst, NY 14051

ERIE COUNTY:

Erie County Real Property Tax Services
Attn: Scott Bylewski
95 Franklin Street Room 100
Buffalo, NY 14202

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

YEAR	PILOT AMOUNT	ERIE COUNTY	SCHOOL DISTRICT	TOWN OF AMHERST	
2022	$60,000	$15,000	$15,000	$30,000	
2023	$61,800	$15,450	$15,450	$30,900	
2024	$63,654	$15,914	$15,914	$31,827	
2025	$65,564	$16,391	$16,391	$32,782	
2026	$67,531	$16,883	$16,883	$33,765	
2027	$69,556	$17,389	$17,389	$34,778	
2028	$71,643	$17,911	$17,911	$35,822	
2029	$73,792	$18,448	$18,448	$36,896	
2030	$76,006	$19,002	$19,002	$38,003	
2031	$78,286	$19,572	$19,572	$39,143	
2032	$80,635	$20,159	$20,159	$40,317	
2033	$83,054	$20,764	$20,764	$41,527	
2034	$85,546	$21,386	$21,386	$42,773	
2035	$88,112	$22,028	$22,028	$44,056	
2036	$90,755	$22,689	$22,689	$45,378	
TOTAL	$1,115,934	$278,984	$278,984	$557,967	

*There are many variables that effect these numbers including settlement negotiations and cost of preliminary and court ready appraisals.								
*Settlement of Tax Certioraris do not necessarily require a refund and often are prospective settlements effecting the assessment roll.								

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

EXHIBIT F

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

-----Original Message-----
Date: Friday, May 3, 2019 7:38 AM
From: "Pelletier, Anita" <APelletier@nixonpeabody.com>
To: Daniel O'Neill <doneill@beechwoodcare.org>, Kristin Anderson<kanderson@beechwoodcare.org>
cc: "Schnipper, Michael" <mschnipper@nixonpeabody.com>
Subject: FW: PSC - PILOT program issue [IWOV-Active.FID2768346]

Daniel/Kristin,

FYI. Update on PSCWNY Amherst facility. We have asked PSCWNY counsel to keep us updated as things progress.

Let us know if you would like us to do anything further on this or if you have any questions.

Anita.

http://www.nixonpeabody.com/media_images/np_firm_sig/images/NP_Mono_brightBlue_RGB_cropBottomLeft_sigBlock.jp

Anita Pelletier
Counsel
T 585-263-1164 | C 585-766-9685 | F 866-947-0499
Nixon Peabody LLP | 1300 Clinton Square | Rochester, NY 14604-1792
T 617-345-1169
Nixon Peabody LLP | Exchange Place | 53 State Street | Boston, MA 02109-2835
www.nixonpeabody.com | @nixonpeabodyLLP

Please consider the environment before printing this email.
This email message and any attachments are confidential and may be protected by the attorney/client or other applicable privileges. The information is intended to be conveyed only to the designated recipient(s) of the message. If you are not an intended recipient, please notify the sender immediately and delete the message from your email system. Unauthorized use, dissemination, distribution or reproduction of this message by other than the intended recipient is strictly prohibited and may be unlawful. Thank you.

From: Day, Richard J. <RDAY@barclaydamon.com>
Sent: Friday, May 3, 2019 7:09 AM
To: Pelletier, Anita <APelletier@nixonpeabody.com>; Schnipper, Michael <mschnipper@nixonpeabody.com>
Cc: Bartlett, Paul J. <PBartlett@barclaydamon.com>
Subject: PSC - PILOT program issue [IWOV-Active.FID2768346]

[EXTERNAL E-MAIL]

Anita and Mike:

FYI the Town of Amherst has advised us that it will be "reaching out" to PSC in "mid-June" to begin discussions regarding a PILOT program for the Amherst facility.

Rich

Richard J. Day
Partner

BARCLAY DAMON LLP
The Avant Building • 200 Delaware Avenue • Suite 1200 • Buffalo, NY 14202
D: (716) 566-1422 • F: (716) 566-4002 • C: (716) 861-5000
E: RDAY@barclaydamon.com

120 Adelaide Street West, Suite 2500
Toronto, Ontario M5H 1T1
D: (416) 366-4060 • F: (416) 366-3060 • C: (716) 861-5000
E: RDAY@barclaydamon.com

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

barclaydamon.com • vCard • Profile

This electronic mail transmission is intended only for the use of the individual or entity to which it is addressed and may contain confidential information belonging to the sender which is protected by the attorney-client privilege. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by e-mail and delete the original message. ~BD~

Attachment: O'Neil-Ltr-Kulpa-05-02-23 (COM-2023-60 : Correspondence from Sean Hopkins)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Clerk
DOC ID: 27432

COMMUNICATION 2023-61 **REFERRED**

Correspondence from Western New York Land Conservancy

Letter updating the list and map of the protected properties in Amherst.

5/8/2023
Referred to Planning and Youth & Recreation

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

WESTERN NEW YORK
LAND CONSERVANCY

April 10, 2023

Francina Spoth, Town Clerk
Town of Amherst
5583 Main Street
Williamsville, NY 14221

To whom it may concern,

The Western New York Land Conservancy is a regional nonprofit organization that permanently protects natural and agricultural lands in Western New York for future generations. I am writing today to provide you with an updated list and map of the protected properties located in your municipality.

The properties on the enclosed list and map are protected with a conservation easement. Conservation easements are legal agreements between the Land Conservancy and the landowner designed to protect the land as forest or farmland. Landowners voluntarily agree to protect their property with a conservation easement, and in many cases, landowners are paid for the value of their easement. The easements impose limits on buildings, improvements, subdivisions, and renewable energy developments. Each easement is tailored to the individual property and may contain different limitations than other easements in the same area. These permanent easements are recorded with the deed and apply to the current and all future landowners. Conservation easement properties are required to comply with all federal, state, and local laws.

The Land Conservancy visits every protected property annually to ensure that the terms of the easement are upheld. We do this in partnership with the landowner, and we ask about their plans for the land to ensure that they align with the easement. At times, a landowner will do something that is not permitted without our knowledge. This is called a violation, which the Land Conservancy has a responsibility to address. Resolving a violation can be very time consuming and can be costly for the landowner. Depending on the severity of the violation, the solution may require the involvement of attorneys, easement defense insurance, or even the legal system. Violations are preventable and the Land Conservancy works hard to keep them from happening.

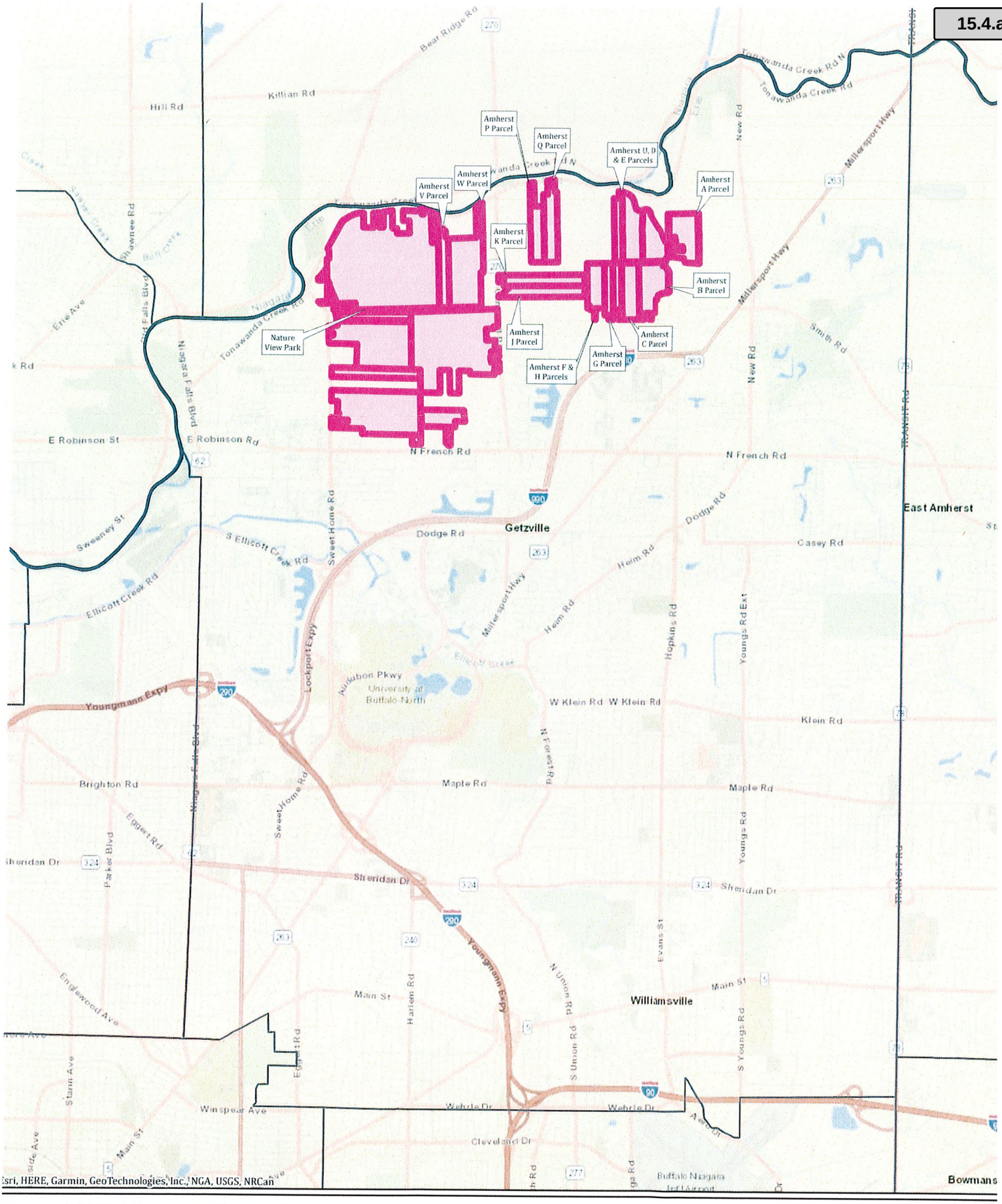
By keeping you in the loop about all protected properties, we hope you will help keep us informed about any proposed changes to these protected lands before they happen. Please notify the Land Conservancy regarding any development proposals, subdivision requests, or building permit applications you receive on these protected lands before granting local approvals.

If you have any questions or need to notify us of activity on a protected property, please contact me at josh@wnylc.org or by phone at 716-687-1225 x128. Together we will continue to protect the incredible places that make Western New York a wonderful place to live.

Sincerely,

Josh Balisteri, Stewardship Director

Attachment: DOC042623-04262023101455 (COM-2023-61 : Correspondence from Western New York Land Conservancy)



WESTERN NEW YORK LAND CONSERVANCY

Conservation Easement Properties in Amherst

0 0.5 1 2 Miles

Conservation Easemen Property

Municipal Boundary

Coun

Attachment: DOC042623-04262023101455 (COM-2023-61 : Correspondence from Western New York Land Conservancy)

SBL	Easement Name	Owners	Town	County
16.00-1-2.1	Amherst A Parcel	Marie Monkelbaan	Amherst	Erie
16.00-1-15.2	Amherst B Parcel	Don & Dan Spoth	Amherst	Erie
16.00-1-15.2	Amherst B Parcel	Don & Dan Spoth	Amherst	Erie
16.00-1-19	Amherst C Parcel	Don & Dan Spoth	Amherst	Erie
15.00-2-11.112	Amherst F & H Parcels	Don & Dan Spoth	Amherst	Erie
15.00-2-7.1	Amherst F & H Parcels	Don & Dan Spoth	Amherst	Erie
15.00-2-9	Amherst G Parcel	Don & Dan Spoth	Amherst	Erie
15.00-2-15	Amherst J Parcel	Al & Shirley Bluemle	Amherst	Erie
15.00-2-20	Amherst K Parcel	Don & Dan Spoth	Amherst	Erie
15.00-2-37.1	Amherst P Parcel	Don & Dan Spoth	Amherst	Erie
15.00-2-39.1	Amherst Q Parcel	Don & Dan Spoth	Amherst	Erie
16.00-1-22	Amherst U, D & E Parcels	Don & Dan Spoth	Amherst	Erie
15.00-2-6.11	Amherst U, D & E Parcels	Don & Dan Spoth	Amherst	Erie
16.00-1-21	Amherst U, D & E Parcels	Don & Dan Spoth	Amherst	Erie
15.00-1-27.211	Amherst V Parcel	Rick & Karen Vilonen	Amherst	Erie
15.00-1-28	Amherst V Parcel	Rick & Karen Vilonen	Amherst	Erie
15.00-1-29	Amherst W Parcel	Don & Dan Spoth	Amherst	Erie
27.13-1-20	Nature View Park	Town of Amherst	Amherst	Erie
27.14-1-14.1	Nature View Park	Town of Amherst	Amherst	Erie
27.00-1-23	Nature View Park	Town of Amherst	Amherst	Erie
27.00-1-30.11	Nature View Park	Town of Amherst	Amherst	Erie
27.00-1-1.1	Nature View Park	Town of Amherst	Amherst	Erie
14.00-2-7.3	Nature View Park	Town of Amherst	Amherst	Erie
27.00-1-27	Nature View Park	Town of Amherst	Amherst	Erie
27.00-1-27	Nature View Park	Town of Amherst	Amherst	Erie
27.00-1-33	Nature View Park	Town of Amherst	Amherst	Erie
14.00-2-14.1	Nature View Park	Town of Amherst	Amherst	Erie
14.00-2-14.1	Nature View Park	Town of Amherst	Amherst	Erie

Attachment: DOC042623-04262023101455 (COM-2023-61 : Correspondence from Western New York Land Conservancy)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Clerk
DOC ID: 27419

COMMUNICATION 2023-62 **REFERRED**

Notice of Claim: Camille Panaro Vs. Town of Amherst

5/8/2023
Referred to Attorney

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

----------X **NOTICE OF CLAIM**

IN THE MATTER OF THE CLAIM OF CAMILLE PANARO,

Claimant,

-against-

TOWN OF AMHERST,

Respondent.
----------X

To: TOWN OF AMHERST
5583 Main Street
Williamsville, N.Y. 14221

1. The name and address of the Claimant and Claimant's attorney:

<u>Claimant</u>
Camille Panaro
[redacted]

<u>Attorney</u>
Christen E. Civiletto, Esq.
8313 W. Point Dr.
East Amherst, N.Y. 14051
<u>christenciviletto@gmail.com</u>
(716) 713-2431

2. The nature of the claim:

CLAIMANT CAMILLE PANARO presents individual claims against TOWN OF AMHERST for injuries she sustained at the Northtown Center on January 26, 2023. Claimant asserts causes of action against TOWN OF AMHERST based upon negligence, including the TOWN's failure to install sufficient or adequate protective safety netting at the Northtown Center's Feature Rink and the Town's failure to warn spectators about a dangerous condition. Claimant is seeking compensatory and punitive damages.

3. The time when, the place where and the manner in which the claim arose:

On January 26, 2023, Claimant was seated in a section of the spectator stands between the Feature Rink's main spectator entrance and the corner of the Feature Rink. This section includes safety netting that extends around the corner of the ice rink and stops well before the player bench area. The location

'23 APR 18 PM1:31

Attachment: DOC041823-04182023135216 (COM-2023-62 : Notice of Claim: Camille Panaro Vs. Town of Amherst)

where Claimant was seated, and subsequently injured, would appear to be safe to a spectator; the presence of safety netting would lead a spectator to believe that he or she was safe or protected from hockey pucks leaving the rink. Claimant indeed thought she was safe or protected from being struck by a hockey puck in this location, which is why she chose it. Additionally, Claimant's family member had been struck and seriously injured by a puck the year before in the Feature Rink. The safety netting in the location where he was struck and injured was in complete disrepair on or before the date Claimant was injured. She had no choice but to sit in the location where the safety net appeared to be intact, the corner spectator area, which is what she did.

This corner location, despite appearances to the contrary, is not safe for spectators because the safety netting does not extend far enough to prevent pucks from the middle or far end of the rink from striking spectators. Unbeknownst to spectators, including Claimant, this location is extremely hazardous because hockey pucks can bypass the too-short and inadequate safety netting and strike spectators.

Moreover, almost directly behind Claimant's corner location, any spectator entering the Feature Rink through the main door is at risk of being struck and injured by a hockey puck, despite what appears to be safety netting in front of the spectator, rinkside, at that location. A close inspection reveals that pucks have indeed struck the entrance door, which necessary means that these pucks passed through or over the corner spectator stands where Claimant was located. These conditions are unsafe. A spectator would not be able to appreciate the risk of being struck by a puck bypassing the existing too-short safety netting. Spectators, both those entering the main door and those in the adjacent spectator stands, are lulled into a false sense of security.

TOWN OF AMHERST knew or should have known that the safety netting was inadequate and would lead a spectator to believe that they were safe and in a protected area. Unlike Claimant, and presumably other spectators, TOWN OF AMHERST is on notice that this corner of the Feature Rink is a high strike area. TOWN OF AMHERST is also on notice that spectators in these seats choose this particular section *because* safety netting is present. Moreover, TOWN OF AMHERST knows or should know that spectators entering the Feature Rink from the main door would have no ability to protect themselves from a puck bypassing the existing, but inadequate, safety netting. TOWN OF AMHERST has failed to properly inspect, maintain, install, assess, measure, or evaluate the safety netting. It has failed to protect spectators from, or warn spectators about, dangerous conditions known to it, but that could not be appreciated by a spectator. TOWN OF AMHERST has failed to inspect the area surrounding the main entrance and the wall behind the spectator area where Claimant was injured. TOWN OF AMHERST acted with wanton recklessness, complete disregard of Claimant's health and safety, as well as the health and safety of other patrons at the Northtown Center. This is particularly the case because TOWN OF AMHERST has continued to allow spectators to sit in other areas of the Feature Rink where the safety netting has completely failed and is riddled with holes. TOWN OF AMHERST has little to no regard for the safety of its spectators and patrons.

The nature and extent of the injuries sustained by Claimant by reason of the wrongful and illegal acts of TOWN OF AMHERST include, but are not limited to pain and suffering, personal injuries in the form of a concussion, whiplash, muscle strain, vision impairment, other bodily impairment, hospital, physical therapy, and other medical expenses, and lost wages associated with missing at least fifteen days of work. Claimant has ongoing medical expenses. Claimant is seeking compensatory and

Attachment: DOC041823-04182023135216 (COM-2023-62 : Notice of Claim: Camille Panaro Vs. Town of Amherst)

punitive damages.

The undersigned Claimant therefore presents his claims for payment in an amount no less than $180,000. You are hereby notified that unless said claims are paid within the time provided by law from the date of presentation to you, the Claimant intends to commence an action on this claim.

Dated: Buffalo, New York
April 18, 2023

Christen E. Civiletto, Esq.
8313 W. Point Dr.
E. Amherst, N. Y. 14051
(716) 713-2431
christencivilette@gmail.com

As Attorney for Claimant

Attachment: DOC041823-04182023135216 (COM-2023-62 : Notice of Claim: Camille Panaro Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Clerk
DOC ID: 27431

COMMUNICATION 2023-63 **REFERRED**

Notice of Claim: Danielle M. Hughes A/K/A Danielle Seiler Vs. Town of Amherst Et Al.

5/8/2023
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

'23 APR 19 PM1:06

DANIELLE M. HUGHES A/K/A DANIELLE SEILER,

Claimant,

v.

NOTICE OF CLAIM

Claim No.

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

Respondent.

TO:

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

PLEASE TAKE NOTICE, that DANIELLE M. HUGHES A/K/A DANIELLE SEILER does hereby make a claim against the TOWN OF AMHERST and THE TOWN OF AMHERST POLICE DEPARTMENT, and in support of such claim does state the following:

Attachment: DOC042623-04262023094224 (COM-2023-63 : Notice of Claim: Danielle M. Hughes A/K/A Danielle Seiler Vs. Town of Amherst Et Al.)

1. The name and post office address of the claimant is as follows: Danielle M. Hughes, [redacted]

2. That Claimant is proceeding pro se, until such time as she obtains counsel.

3. The facts and circumstances of the claim are as follows: That on January 20, 2023, at approximately or at some time prior to 12:28 pm, Claimant was contacted via cell phone by her ex-husband, Joseph Hughes, who requested that she appear at and/or near 248 Princeton Avenue and Niagara Falls Boulevard, Amherst, New York ("the Location") to take possession of her vehicle, a Silver 2022 Toyota 4Runner ("the Vehicle" or "her Vehicle"). That upon information and belief, Joseph Hughes had been pulled over and detained by the Amherst Police while operating Claimant's vehicle and was advised by the Amherst Police that Claimants vehicle may be towed, causing Claimant to incur potential expense and hardship. As a result of this information, Claimant left her home and rushed on foot to the Location to obtain her Vehicle. Upon arrival, Claimant witnessed Detective Edwin C. Bailey of the Amherst Police Department ("Bailey") verbally accosting Joseph Hughes, who was already in handcuffs and restrained. As Claimant approached, she asked Joseph Hughes and/or the officers/detectives on the scene whether she could obtain possession of her Vehicle. Joseph Hughes began to respond to Claimant but was again verbally accosted by Bailey, who repeatedly yelled at Joseph Hughes in close proximity to his face to "Shut the Fuck Up" along with other verbal demands and threats. By this point, Claimant was standing next to Bailey and Claimant asked Bailey whether the verbal assault of her ex-husband was "necessary." Bailey responded by placing his hands on Claimant and throwing her and/or pushing her back approximately ten (10) feet, at which point Claimant fell to the ground. Upon impact with the ground, Claimant's body, including but not limited to her hands and wrists, impacted the ground causing injuries to Claimant. During the assault, Claimant's personal possessions from her purse were scattered throughout the immediate area. While still on the ground, Claimant witnessed Bailey approach her quickly and aggressively as if he intended to continue assaulting her. Claimant witnessed Bailey standing over her in an imposing stance as if to invite her to stand up, physically implying that he was interested in a fight and thereby encouraging her to resist his attacks. Claimant attempted to stand and regain her balance, making physical contact with Bailey in the process, but was again taken to the ground by Bailey, causing injury to

Attachment: DOC042623-04262023094224 (COM-2023-63 : Notice of Claim: Danielle M. Hughes A/K/A Danielle Seiler Vs. Town of Amherst Et Al.)

Claimant. At this point Officer Scott Minervini of the Town of Amherst Police Department ("Minervini") and Bailey forcibly restrained Claimant while Claimant attempted to defend herself, as Claimant was understandably in fear of being assaulted and of the use of excessive force against her. Upon information and belief, Bailey twisted, forcibly moved, and applied pressure to Claimant's arms, hands and wrist during the application of handcuffs, causing injury to Claimant. Upon information and belief, Minervini also twisted, forcibly moved, and applied pressure to Claimant's arms, hands and wrist during the application of handcuffs, causing injury to Claimant. Said handcuffs were improperly applied including but not limited to being applied "sideways" such that the cuffs were crushing Claimant's wrists and more tightly than was reasonably necessary to accomplish their intended purpose of restraining Claimant, causing injury to Claimant. Claimant was roughly placed in the back of a Town of Amherst Police vehicle while cuffed with the improperly applied handcuffs still on her back causing further injury to Claimant. At this point, Bailey continued to harass, threaten and intimidate Claimant, including but not limited to by opening the door of the Town of Amherst Police vehicle and threatening to enter the back seat with her for purposes of intimidation and possible further assault. Claimant was placed under arrest and charged with Obstruction of Governmental Administration in the 2nd degree, as codified by Penal Law 195.05. Claimant was then transported to the precinct for fingerprinting and processing. Upon fingerprinting, Claimant complained to the employees of the Town of Amherst processing her fingerprints that she was in severe pain in her left wrist and Claimant requested medical attention. No medical attention was providing, exacerbating Claimant's injuries. Claimant was released with an appearance ticket, at which point she was picked up by a family member and taken directly to Kenmore Mercy Hospital complaining of pain in her left wrist. X-Rays were taken, and subsequently it was determined that her left wrist had suffered a fracture. All charges and complaints resulting from the aforementioned incident were subsequently dismissed as against Claimant.

4. That on January 20, 2023 at approximately 12:28 pm at the Location, Claimant was assaulted by Bailey as described in more detail above.

5. That on January 20, 2023 at approximately 12:28 pm at the Location, Claimant was subjected to excessive use force by Bailey as described in more detail above.

Attachment: DOC042623-04262023094224 (COM-2023-63 : Notice of Claim: Danielle M. Hughes A/K/A Danielle Seiler Vs. Town of Amherst Et Al.)

6. That on January 20, 2023 at approximately 12:28 pm at the Location, Claimant was improperly subjected to threats to use force as an intimidation tactic by Bailey, as described in more detail above.

7. That on January 20, 2023 at approximately 12:28 pm at the Location, Claimant was subjected to excessive use force by Minervini while Minervini was restraining Claimant, including but not limited to use of excessive force in twisting, forcibly moving, and applying pressure to Claimant's left wrist while Claimant's wrist was behind her back pending the application of handcuffs.

8. That on January 20, 2023 at the Location, Claimant was subjected to excessive use force by Officer Billica of the Town of Amherst Police Department ("Billica"), said officer's full name currently unavailable but as referenced on Complaint No. 23-302918, while Billica was restraining Claimant, including but not limited to use of excessive force in twisting, forcibly moving, and applying pressure to Claimant's left wrist while Claimant's wrist was in handcuffs.

9. That on January 20, 2023 at the Location, Claimant was subjected to excessive use force by Officer Michael T. Timblin of the Town of Amherst Police Department ("Timblin) while Timblin was restraining Claimant, including but not limited to use of excessive force in and applying pressure to Claimant's left wrist while Claimant's wrist was in handcuffs.

10. That on January 20, 2023 at approximately 12:28 pm at the Location, Minervini of the Town of Amherst Police Department observed Bailey using excessive force as against Claimant but failed to intervene as required by applicable law and standards, contributing to and/or exacerbating Claimant's injuries.

11. That on January 20, 2023 at approximately 12:28 pm at the Location, Billica of the Town of Amherst Police Department observed Bailey and Minervini using excessive force as against Claimant but failed to intervene as required by applicable law and standards, contributing to and/or exacerbating Claimant's injuries.

12. That on January 20, 2023 at approximately 12:28 pm at the Location, Officer Michael T Timblin of the Town of Amherst Police Department observed Bailey and Minervini using excessive force as

Attachment: DOC042623-04262023094224 (COM-2023-63 : Notice of Claim: Danielle M. Hughes A/K/A Danielle Seiler Vs. Town of Amherst Et Al.)

against Claimant but failed to intervene as required by applicable law and standards, contributing to and/or exacerbating Claimant's injuries.

13. That as a result of the aforementioned incident, Claimant sustained serious and permanent injuries to her left wrist, including but not limited to a nondisplaced, intraarticular radial styloid process fracture of Claimant's left wrist.

14. Thus, as a result of the aforesaid incident(s) and resulting injuries, the Claimant, DANIELLE M. HUGHES A/K/A DANIELLE SEILER, claims damages against the TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, in an amount in excess of the jurisdictional limit.

WHEREFORE, claimant, Danielle Hughes a/k/a Danielle Seiler, requests that, respondents, TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, honor and pay the claims on behalf of Claimant in excess of the jurisdictional limit.

Date: April 13, 2023

Danielle Hughes

Danielle Hughes

Sworn to before me this 13th day of April, 2023.

Notary Public

SIMPSON G TURLEY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01TU6425115
Qualified in Erie County
My Commission Expires November 15, 2025

Attachment: DOC042623-04262023094224 (COM-2023-63 : Notice of Claim: Danielle M. Hughes A/K/A Danielle Seiler Vs. Town of Amherst Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Clerk
DOC ID: 27473

COMMUNICATION 2023-64

REFERRED

Notice of Claim: Kenneth & Verlaine Quinniey Vs. Town of Amherst

5/8/2023
Referred to Attorney

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

May 1, 2023

To: Town of Amherst

From: Kenneth & Verlaine Quinniey
4 Stonecroft Lane
Amherst New York 14226
Cell: [redacted]
Home: [redacted]

Subject: Snowplow damaged to fence

Hello,

Please be advised to the following:

During the snow the December 21 to 26, 2022, this was a record for the city of Amherst with a final snowfall totaling 64.7 inches. During this time a snowplow drove into our fence on the Eggert roadside coming down from Cornell Street. The Snowplow separated the entire fence on the Eggert Roadside. The Plow also ripped a hole in the fence.

1. Picture from the storm
2. Current pictures after the storm

Thank you for all your help regarding this matter,

Thank you,

Kenneth & Verlaine Quinniey

Attachment: DOC050223-05022023150428 (COM-2023-64 : Notice of Claim: Kenneth & Verlaine Quinniey Vs. Town of Amherst)

'23 MAY 2 PM2:51

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Clerk
DOC ID: 27435

COMMUNICATION 2023-65

REFERRED

Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti)

5/8/2023
Referred to Attorney

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

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

LYDIA DIANE JONES,

Plaintiff,

v.

22-CV-145-LJV
ORDER

MAGISTRATE JUDGE MARK GRISANTI, *et al.*,

Defendants.

The *pro se* plaintiff, Lydia Diane Jones, brings claims related to state court foreclosure proceedings that ultimately resulted in her eviction and the sale of her home. Docket Items 1, 11. On August 12, 2022, this Court screened the complaint under 28 U.S.C. § 1915(e)(2), dismissed some claims under that section, found that other claims could proceed to service, and gave Jones leave to amend her remaining claims.[1] Docket Item 8.

On September 29, 2022, Jones filed an amended complaint, Docket 11, which this Court now screens under section 1915(e)(2). Jones also has twice moved for sanctions against two attorneys she has named as defendants in this case. Docket Items 17, 19. For the reasons that follow, some of Jones's claims are dismissed under section 1915(e)(2)(B), but other claims may proceed to service. Jones's motions for sanctions are denied.

---

[1] On February 24, 2022, this Court denied Jones's motion for injunctive relief but granted her motion to proceed *in forma pauperis*. Docket Item 4. And because Jones is proceeding *in forma pauperis*, her complaint is subject to screening. *See* 28 U.S.C. § 1915(e)(2).

Attachment: DOC042623-04262023114338 (COM-2023-65 : Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti))

DISCUSSION

Section 1915 "provide[s] an efficient means by which a court can screen for and dismiss legally insufficient claims." *Abbas v. Dixon*, 480 F.3d 636, 639 (2d Cir. 2007) (citing *Shakur v. Selsky*, 391 F.3d 106, 112 (2d Cir. 2004)). The court shall dismiss a complaint in a civil action "at any time if the court determines that . . . the action . . . (i) is frivolous or malicious; (ii) fails to state a claim on which relief may be granted; or (iii) seeks monetary relief against a defendant who is immune from such relief." *See* 28 U.S.C. § 1915(e)(2).

Generally, the court will afford a *pro se* plaintiff an opportunity to amend or to be heard prior to dismissal "unless the court can rule out any possibility, however unlikely it might be, that an amended complaint would succeed in stating a claim." *Abbas*, 480 F.3d at 639 (citation omitted); *see also Cuoco v. Moritsugu*, 222 F.3d 99, 112 (2d Cir. 2000) ("A *pro se* complaint is to be read liberally. Certainly the court should not dismiss without granting leave to amend at least once when a liberal reading of the complaint gives any indication that a valid claim might be stated." (quoting *Gomez v. USAA Fed. Sav. Bank*, 171 F.3d 794, 795 (2d Cir. 1999))). But leave to amend pleadings may be denied when any amendment would be "futile." *Cuoco*, 222 F.3d at 112.

I. SCREENING THE COMPLAINT

In evaluating a complaint, the court accepts all factual allegations as true and draws all inferences in the plaintiff's favor. *See Larkin v. Savage*, 318 F.3d 138, 139 (2d Cir. 2003) (per curiam); *King v. Simpson*, 189 F.3d 284, 287 (2d Cir. 1999). "Specific facts are not necessary," and the plaintiff "need only 'give the defendant fair notice of what the . . . claim is and the grounds upon which it rests.'" *Erickson v. Pardus*, 551

Attachment: DOC042623-04262023114338 (COM-2023-65 : Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti))

U.S. 89, 93 (2007) (per curiam) (alteration in original) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007)); *see also Boykin v. KeyCorp*, 521 F.3d 202, 216 (2d Cir. 2008) ("[E]ven after *Twombly*, dismissal of a *pro se* claim as insufficiently pleaded is appropriate only in the most unsustainable of cases."). Although "a court is obliged to construe [*pro se*] pleadings liberally, particularly when they allege civil rights violations," *McEachin v. McGuinnis*, 357 F.3d 197, 200 (2d Cir. 2004), even pleadings submitted *pro se* must meet the notice requirements of Rule 8 of the Federal Rules of Civil Procedure, *see Wynder v. McMahon*, 360 F.3d 73, 76 (2d Cir. 2004).

Jones has sued New York State Supreme Court Justice Mark J. Grisanti; the State of New York; Sara Z. Boriskin; Samantha Sandler; Robertson, Anschutz, Schneid, Crane & Partners, PLLC ("Robertson"); "Newrez/PHH Mortgage Services PHH Mortgage Corporation 1 Mortgage" ("Newrez"); Kevin Gibbons[2]; Olivia T. Paulo-Lee; Mohi Ahmed; Gulun Nahar Shaly; the Amherst Police Department; and John and Jane Doe defendants. Docket Item 11 at 1. A liberal reading of the amended complaint tells the following story.

In 2004, Jones and her father took out a loan from Option One Mortgage Corporation for about $195,300. Docket Item 1 at ¶ 2.1; Docket Item 11 at 4. Jones "made timely payments" to Option One Mortgage Corporation from 2004 to 2008; after the loan "was assigned to American Home Mortgage Servicing," Jones made payments

[2] Although Jones names "Kevin Gibson" as a defendant, *see* Docket Item 11 at 1, his last name apparently is spelled "Gibbons," *see Deutsche Bank Nat'l Tr. Co. v. Jones*, No. 800319/2015, Docket Item 188 (Sup. Ct. Erie Cnty. May 31, 2022). The Clerk of the Court shall correct the caption accordingly.

Attachment: DOC042623-04262023114338 (COM-2023-65 : Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti))

to "Ocwen Loan Servicing, LLC Mortgage[] Newrez C/O PHH Mortgage Services."[3] Docket Item 1 at ¶¶ 11.2.

But Jones was "tricked" into making payments because "there was never any loan provided." *Id.* at ¶ 4.3. In fact, there were a number of deficiencies with the mortgage loan: "[t]he bank misrepresented the elements of the alleged agreement"; there was "no bona fide signature on the alleged promissory note"; the "promissory note [was] a forgery"; the lender "denied [Jones] equal protection under the law"; and the "mortgage deal was not done according to the GAAP accounting principles in violation of [] federal law." Docket Item 11 at 3-5.

In 2014, defendant Boriskin "filed [a] foreclosure summon[s] and complaint" in New York State Supreme Court, Erie County. *Id.* at 5. But Boriskin "signed on to the case as the attorney of record without standing," and she failed to include "an affidavit from an injured party to provide jurisdiction to the court." *Id.* On March 2, 2016, New York State Supreme Court Justice Tracey A. Bannister signed an order entering a judgment of foreclosure and sale, *see Jones*, No. 800319/2015, Docket Item 51 (Sup. Ct. Erie Cnty. Mar. 2, 2016), and on July 28, 2021, defendant Justice Grisanti signed an amended final order of judgment and sale, *see Jones*, No. 800319/2015, Docket Item 115 (Sup. Ct. Erie Cnty. July 29, 2021). That amended order was improper because, among other deficiencies, Justice Grisanti used his "initials in a space reserved for a signature" and did not include a court seal. *Id.* at 6-7.

[3] Because Jones did not include many of the allegations from her original complaint in her amended complaint, the Court refers to the original complaint to provide additional context for her claims. All capitalization has been removed from the citations to Jones's complaint and amended complaint unless otherwise noted.

Attachment: DOC042623-04262023114338 (COM-2023-65 : Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti))

On December 3, 2021, defendant Gibbons, the referee in the foreclosure sale, conducted an "illegal sale," and the property was sold to defendants Ahmed and Shaly, who were represented by defendant Paulo-Lee. *Id.* at 7. After the property was sold, Jones continued to challenge the foreclosure proceedings in state court, including by moving to "recuse [Justice Grisanti]." *Id.* at 7. Justice Grisanti, however, "refuse[d] to recuse himself," even though he was "actively involved in a lawsuit of wrongful foreclosure"—that is, this case. *Id.*

On June 10, 2022, a process server tried to serve Jones with documents related to the foreclosure and her eviction from the property. *Id.* at 8. Although Jones was not home at the time, the process server filed a false affidavit saying that Jones had been served. *Id.* That affidavit swore that the process server had served Jones, but Jones did not match the description of the person who was allegedly served with the notice of eviction. *Id.*

On August 2, 2022, the "Sheriff['s D]epartment put a 14[-]day notice of eviction on [Jones's] front door." *Id.* Jones then "went to the Sheriff['s D]epartment and [] ask[ed] how [the Sheriff's Department] could get a warrant of eviction without [going to] eviction court." *Id.* The Sheriff's Department told Jones to "get a sign[ed] date from a judge" to "cancel" the eviction. *Id.*

Jones then "file[d] a[n] order to show cause" in state court to try to stop the eviction. *Id.* But Justice Grisanti "refuse[d] to sign the order" and "refuse[d] to give [Jones] a court date." *Id.* at 9.

About two weeks later, the Sheriff's Department "came to [Jones's] front door and [rang] the door bell, started banging on the door[,] yell[ed at Jones to] get out of the

Attachment: DOC042623-04262023114338 (COM-2023-65 : Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti))

house[and] come out[, and] repeated demands to get out[while] threatening the use of force." *Id.* at 10. About fifteen or twenty police vehicles from the Amherst Police Department then arrived on the scene. *Id.* Ultimately, the Sheriff's Department "force[d] and busted [down Jones's] front doors and remov[ed] the door at the entrance." *Id.* Jones was allowed to "pack an overnight bag," but the Sheriff's Department "would not let [Jones] take" her pet turtle from the house. *Id.* Instead, the "Sheriff['s] Department abandon[ed] the turtle." *Id.*

The next day, Jones returned to the house to feed the turtle and to pick up some medication and documents that had been left behind. *Id.* Although the Sheriff's Department "said that [Jones] would have 30 day[s] to pack and get [her] things" from the house, Amherst police officers "immediately grabbed [Jones] and put handcuffs on [her,] arrest[ed her,] and put [her] in [the] back of a police car." *Id.* at 10-11. The Amherst police officers also handcuffed Jones's goddaughter. *Id.* at 11.

Jones and her goddaughter were taken to a holding center. *Id.* Jones was kept there overnight, but her goddaughter apparently was held there longer. *Id.* Jones then was taken to the hospital, where she was "handcuff[ed] to the bed railing" by Amherst police officers. *Id.* She was later released from the hospital and taken back to the holding center. *Id.*

II. JONES'S CLAIMS

A. Claims Barred by Judicial Immunity

In this Court's prior screening order, it dismissed Jones's claims against Justice Grisanti without leave to amend. *See* Docket Item 8 at 5-7. That is because judicial immunity bars claims against a judge that challenge actions taken by the judge in his or

Attachment: DOC042623-04262023114338 (COM-2023-65 : Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti))

her judicial capacity unless the judge acts in the "complete absence of all jurisdiction." *Id.* at 5 (quoting *Mireles v. Waco*, 502 U.S. 9, 12 (1991)). And because Jones challenged Justice Grisanti's handling of her foreclosure case in New York State Supreme Court—in other words, actions Justice Grisanti took as the judge presiding over a case he had jurisdiction to hear—Jones's claims against Justice Grisanti were barred by judicial immunity. *See id.* at 5-7.

Although this Court dismissed Jones's claims against Justice Grisanti without leave to amend, Jones has named "Mark John Grisanti" as a defendant in the amended complaint and apparently asks this Court to reconsider its prior reasoning. *See* Docket Item 11. She says that Justice Grisanti is not entitled to judicial immunity because he lacked jurisdiction to take action in her foreclosure proceeding due to the New York State foreclosure moratorium. *See id.* at 19. And she cites the Tucker Act, 28 U.S.C. § 1491, and the Little Tucker Act, 28 U.S.C. § 1346, in arguing that Justice Grisanti is not entitled to judicial immunity here. *Id.* at 20.

First, the Tucker Act and the Little Tucker Act "are simply jurisdictional provisions that operate to waive sovereign immunity" for certain claims against the United States. *See United States v. Bormes*, 568 U.S. 6, 10 (2012). Those statutes therefore deal with sovereign, not judicial, immunity, and they have no bearing on whether Justice Grisanti, a state court judge, is entitled to judicial immunity.

Second, the New York State foreclosure moratorium does not affect whether Justice Grisanti is entitled judicial immunity. Jones cites the New York State Legislature's September 2021 extension of a moratorium on residential foreclosures, apparently to show that Justice Grisanti acted in the clear absence of all jurisdiction

Attachment: DOC042623-04262023114338 (COM-2023-65 : Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti))

when he signed the amended judgment. *See, e.g.*, Docket Item 11 at 19; Docket Item 11-1 at 17-19. But that argument is inapposite.

On December 28, 2020, the New York State Legislature passed the COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020, which temporarily stayed foreclosure proceedings for the sixty days after the law's enactment and added certain safeguards to mortgagors who were in judicial foreclosure proceedings. 2020 N.Y. Laws ch. 381, pt. B, subpt. A. More specifically, if a judgment of sale had been issued but not executed before December 28, 2020, the court had to further "stay the execution of the judgment at least until the court [] held a status conference with the parties." *Id.* § 8. If a mortgagor completed a "hardship declaration" swearing that he or she had experienced financial hardship due to COVID-19, the execution of the judgment would be further stayed. *See id.* In pending foreclosure actions where a judgment of sale had not been issued, a mortgagor likewise could obtain a stay by completing a hardship declaration. *See id.* § 7. Any stay under the foreclosure moratorium ultimately expired on January 15, 2022. *See* 2021 N.Y. Laws ch. 417.

Although Jones suggests that Justice Grisanti exceeded his authority because the New York State Legislature stayed all residential foreclosures until January 15, 2022, she does not mention any hardship declaration in her own case or otherwise say why her case fell within the foreclosure moratorium. In other words, the foreclosure moratorium was, with the exception of the initial sixty-day stay period, not self-executing and did not automatically stay proceedings in Jones's case. What is more, other courts have found that "violating a stay, in and of itself, does not appear to be an act in the clear absence of jurisdiction" because a stay does not affect the boundaries of a court's

Attachment: DOC042623-04262023114338 (COM-2023-65 : Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti))

jurisdiction. *See Ryan v. Cholakis*, 2014 WL 803776, at *2 (N.D.N.Y. Feb. 25, 2014). So even if Jones were entitled to a stay—and nothing in the amended complaint suggests that she was—the New York State foreclosure moratorium does not affect whether Justice Grisanti is entitled to judicial immunity.

All of Jones's allegations against Justice Grisanti relate to actions that he took in his role as a judge presiding over a case that was assigned to him and that he had jurisdiction to hear. Therefore, and for the reasons stated in this Court's prior order, Justice Grisanti is entitled to judicial immunity. *See Bruno v. Deutsche Bank Nat'l Tr. Co.*, 2020 WL 532517, at *3 (E.D.N.Y. Feb. 3, 2020) ("[I]t is well settled that the Supreme Court of the State of New York has subject matter jurisdiction over mortgage foreclosure actions."); *see also Green v. Maraio*, 722 F.2d 1013, 1017 (2d Cir. 1983) ("[A] judge who possesses subject matter jurisdiction is not within the 'clear absence of all jurisdiction' posture which would deprive [the judge] of the use of the defense of judicial immunity."). And because Jones's claims against Justice Grisanti are barred by judicial immunity, those claims again are dismissed without leave to amend.

B. Sovereign Immunity

Jones also names New York State as a defendant in her amended complaint. Docket Item 11. "The Eleventh Amendment precludes suits against states unless the state expressly waives its immunity or Congress abrogates that immunity."[4] *Li v. Lorenzo*, 712 F. App'x 21, 22 (2d Cir. 2017) (summary order) (citing *CSX Transp., Inc. v. N.Y. State Off. of Real Prop. Servs.*, 306 F.3d 87, 94-95 (2d Cir. 2002)). Because

[4] Because the Tucker Act and the Little Tucker Act waive only the United States' sovereign immunity, they do not affect New York State's sovereign immunity here.

Attachment: DOC042623-04262023114338 (COM-2023-65 : Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti))

"New York has not waived its immunity, nor has Congress abrogated it," *id.* (citing *Trotman v. Palisades Interstate Park Comm'n*, 557 F.2d 35, 38-40 (2d Cir. 1977); *Dube v. State Univ. of N.Y.*, 900 F.2d 587, 594 (2d Cir. 1990)), the Eleventh Amendment bars suits for money damages against New York State, *see Kentucky v. Graham*, 473 U.S. 159, 169 (1985).

Jones brings claims against New York State for money damages. Docket Item 11 at 14, 22-23. But for the reasons just stated, those claims are barred by sovereign immunity and are dismissed without further leave to amend.

C. Criminal Law Claims

Jones also alleges that the defendants committed various federal and state crimes, including federal criminal conspiracy, forgery, conspiracy to commit real estate deed fraud, real estate deed fraud, and obstruction of justice.[5] *See id.* at 14-15, 21. But Jones cannot herself enforce those criminal laws. *See, e.g.*, *Soh v. Santmyer*, 2022 WL

[5] Jones did not name Gibbons, Ahmed, Shaly, or Paulo-Lee as defendants in her original complaint. *See* Docket Item 1. In her amended complaint, Jones says that those defendants—the referee in the foreclosure sale, the two purchasers of the foreclosed property, and the purchasers' attorney—conspired to commit real estate deed fraud in connection with the December 2021 foreclosure sale. Docket Item 11 at 7, 19. *See id.* But Jones cannot sue those defendants under a criminal statute. And the only other allegations about those defendants' conduct in the amended complaint are that Gibbons conducted an "illegal sale" of the property "[d]uring a [foreclosure] moratorium extended to January 15, 2022," and that Gibbons, Ahmed, Shaly, and Paulo-Lee "[f]raudulent[ly] transfer[red the] deed." Docket Item 11 at 7. For the reasons stated above, Jones has not alleged how the foreclosure moratorium would have affected the proceedings in her state court case, and she does not say anything else about the alleged fraudulent transfer or explain how those defendants played any role in the alleged misconduct that led to the foreclosure judgment. So Jones has not plausibly alleged any viable claim against Gibbons, Ahmed, Shaly, and Paulo-Lee. *See Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) ("[A] complaint [does not] suffice if it tenders" only "naked assertions devoid of further factual enhancement." (alterations, citation, and internal quotation marks omitted)).

Attachment: DOC042623-04262023114338 (COM-2023-65 : Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti))

17585705, at *3 n.6 (E.D.N.Y. Dec. 12, 2022) ("Plaintiff's claims for conspiracy to commit real estate deed fraud and obstruction of justice also fail because there are no private causes of action for these criminal charges."); *Reeves v. Wilkins*, 2012 WL 3835902, at *6 (E.D.N.Y. Aug. 31, 2022) ("New York does not provide a private cause of action for mail fraud, forgery, or perjury."); *McDonald v. Esposito*, 2021 WL 1062259, at *5 (E.D.N.Y. Mar. 18, 2021) ("[The p]laintiff has no private cause of action to enforce any federal criminal law."); *see generally Linda R.S. v. Richard D.*, 410 U.S. 614, 619 (1973) ("[A] private citizen lacks a judicially cognizable interest in the prosecution or nonprosecution of another."). Jones's claims for federal criminal conspiracy, forgery, real estate deed fraud, conspiracy to commit real estate deed fraud, and obstruction of justice therefore are dismissed without leave to amend.

D. Section 1983 Claims

In its prior screening order, this Court dismissed Jones's claims under 42 U.S.C. § 1983 brought against non-governmental defendants because those defendants are not state actors who could be subject to liability under section 1983. Docket Item 8 at 8-9. And this Court found that any section 1983 conspiracy claim was not viable because Jones had pleaded nothing more than conclusory allegations to suggest a conspiracy between private attorneys and Justice Grisanti. *See id.* at 8 n.4.

In her amended complaint, Jones again asserts claims under section 1983 against all defendants, alleging that the defendants "violat[ed] due process" in the state court foreclosure proceedings. Docket Item 11 at 14. But as this Court explained in its prior order, neither private attorneys nor private companies are subject to liability under section 1983, at least absent allegations of a conspiracy with state actors or some other

Attachment: DOC042623-04262023114338 (COM-2023-65 : Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti))

showing of state action. *See* Docket Item 8 at 8-9. And with limited exceptions not applicable here, the "United States Constitution regulates only the [g]overnment, not private parties," so Jones cannot sue private entities for allegedly violating her due process rights. *See Grogan v. Blooming Grove Volunteer Ambulance Corps.*, 768 F.3d 259, 263 (2d Cir. 2014); *see also Philipps v. Sage Colleges*, 83 F. App'x 340, 341 (2d Cir. 2003) (summary order) ("With the exception of the Thirteenth Amendment prohibition against slavery, the United States Constitution regulates only government action, not that of private parties."). Because Jones again has not pleaded anything to suggest how the private defendants in this case are state actors, and because Jones has not sufficiently alleged that any of the defendants conspired with a state actor, Jones's section 1983 claims against the private defendants are dismissed without further leave to amend.

Jones also has sued the Amherst Police Department and various John and Jane Doe defendants. Docket Item 11 at 1. Although Jones does not say who those John and Jane Doe defendants are, she presumably alleges that unnamed Amherst police officers falsely arrested her when she was retrieving items from her home. *See, e.g.*, *id.* at 11 (alleging that Amherst police officers arrested Jones without cause). Jones's section 1983 claims against the unnamed Amherst police officers are "colorable" and survive screening under 28 U.S.C. § 1915(e)(2). *See Benitez v. Wolff*, 907 F.2d 1293, 1295 (2d Cir. 1990) ("*Sua sponte* dismissal of a *pro se* complaint prior to service of process is a draconian device which is warranted only when the complaint lacks an arguable basis either in law or in fact [or is] frivolous on its face or wholly insubstantial." (citations and internal quotation marks omitted)). Jones's claims against the Amherst

Attachment: DOC042623-04262023114338 (COM-2023-65 : Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti))

Police Department, however, are dismissed because the Amherst Police Department is not subject to suit under section 1983. *See Dickson v. Schenectady Police Dep't*, 2022 WL 1091615, at *1 n.1 (N.D.N.Y. Apr. 12, 2022) ("[T]he Schenectady Police Department is an agency of the City of Schenectady and not an independent entity subject to suit . . . ."); *see also Berkley v. City of New Rochelle*, 2022 WL 784018, at *6 (S.D.N.Y. Mar. 15, 2022) (collecting cases finding that "departments that are merely administrative arms of a municipality" cannot be sued under section 1983).

E. Section 1985, Section 1986, and Racketeering Claims

In its prior screening order, this Court found that Jones's claims under 42 U.S.C. § 1985, 42 U.S.C. § 1986, and the Racketeer Influenced and Corrupt Organizations Act ("RICO") were subject to dismissal but gave her leave to amend those claims. *See* Docket Item 8 at 9-14. Jones has not included those claims in her amended complaint. *See* Docket Item 11. This Court therefore deems those claims to be abandoned and dismisses them.

F. Remaining Claims

Finally, this Court previously found that Jones's Fair Debt Collection Practices Act and state law claims for breach of contract, wrongful foreclosure, slander of title, slander of credit, and negligent or intentional infliction of emotional distress could proceed to service against Sandler, Newrez, and another attorney involved in the state court foreclosure proceeding.[6] Docket Item 8 at 14. Jones reasserts those claims in

[6] In this Court's prior screening order, it found that some of Jones's claims against Sibel Cagatay, another attorney in the state court foreclosure proceeding, could proceed to service. Docket Item 8 at 14. But because Jones had not provided an address at which Cagatay could be served, this Court ordered her to do so within 45

Attachment: DOC042623-04262023114338 (COM-2023-65 : Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti))

her amended complaint, although she now brings them against Sandler, Boriskin, Robertson, and Newrez. Docket Item 11 at 1, 15-18. Those claims again survive screening under 28 U.S.C. § 1915(e)(2) and may proceed to service. *See Benitez*, 907 F.2d at 1295.

III. MOTIONS FOR SANCTIONS

After filing her amended complaint, Jones filed two motions for sanctions. Docket Items 17, 19. In those motions, Jones seeks to sanction Sandler and Boriskin for their alleged misconduct in the state court foreclosure proceedings. *See id.* Those defendants have not answered the complaint, so this Court cannot conclude that they have committed any sanctionable conduct or otherwise are liable to Jones for any of the claims alleged in the amended complaint. Jones's motions for sanctions, Docket Items 17 and 19, therefore are denied.

IV. *VALENTIN* ORDER

With respect to Jones's section 1983 claims against the John and Jane Doe Amherst police defendants, and pursuant to *Valentin v. Dinkins*, 121 F.3d 72 (2d Cir. 1997) (per curiam), the Town of Amherst shall ascertain the full names of the John and Jane Doe defendants. The Town of Amherst also shall provide an address where these defendants may be served. The Town of Amherst need not defend or indemnify these

---

days if she wanted to proceed with her claims against Cagatay. *Id.* at 15. Jones has not provided an address at which Cagatay can be served; in fact, Cagatay is not included as a defendant in her amended complaint. *See* Docket Item 11. This Court therefore deems Jones's claims against Cagatay to be abandoned and dismisses those claims.

Attachment: DOC042623-04262023114338 (COM-2023-65 : Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti))

individuals at this juncture. This order merely provides a means by which Jones may name and properly serve the defendants as instructed by the Second Circuit in *Valentin*.

The Town of Amherst shall produce the information specified above **within 35 days of the date of this order.** Once this information is provided, Jones's amended complaint shall be deemed amended to reflect the names of the defendants in place of John and Jane Doe, and the United States Marshals Service shall effect service.

CONCLUSION

In light of the above, IT IS HEREBY

ORDERED that the Clerk of the Court shall correct the caption as noted in footnote 2; and it is further

ORDERED that Jones's motions for sanctions, Docket Items 17 and 19, are DENIED; and it is further

ORDERED that Jones's claims against defendants Mark John Grisanti, the State of New York, Kevin Gibbons, Olivia T. Paulo-Lee, Mohi Ahmed, Gulun Nahar Shaly, and the Amherst Police Department are dismissed, and the Clerk of the Court shall terminate them as defendants in this case; and it is further

ORDERED that Jones's claims for forgery, real estate deed fraud, conspiracy to commit real estate deed fraud, obstruction of justice, and federal criminal conspiracy, as well as her section 1983, section 1985, section 1986, and RICO claims against defendants Sandler, Boriskin, Robertson, and Newrez, are dismissed; and it is further

ORDERED that Jones's remaining claims against the unnamed Amherst police officers, Sandler, Boriskin, Robertson, and Newrez may proceed to service; and it is further

Attachment: DOC042623-04262023114338 (COM-2023-65 : Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti))

ORDERED that the Town of Amherst shall provide the Court with the names and addresses of the John and Jane Doe defendants—or a written statement of reasons why such identification is improper or impossible—**within 35 days of the date of this order;** and it is further

ORDERED that the Clerk of the Court shall cause the United States Marshals Service to serve copies of the summons, amended complaint, and this order upon defendants Sara Z. Boriskin; Samantha Sandler; Robertson, Anschutz, Schneid, Crane & Partners, PLLC; Newrez/PHH Mortgage Services PHH Mortgage Corporation 1 Mortgage; and John or Jane Doe (once identified), unpaid fees to be recoverable if this action terminates by monetary award in the plaintiff's favor; and it is further

ORDERED that Jones must effect service within 90 days of the date the summons is issued. It is Jones's responsibility to inquire of the Marshals at 716-348-5300 as to whether service has been made and, if necessary, to request an extension of time for service. *See Meilleur v. Strong*, 682 F.3d 56, 63 (2d Cir. 2012). If, within 90 days of issuance of the summons, Jones has not made service or requested an extension of time in which to do so, the Court may dismiss this action for failure to prosecute under Rules 4(m) and 41(b) of the Federal Rules of Civil Procedure; and it is further

ORDERED that the Clerk of the Court shall forward a copy of this order and the amended complaint to the Town of Amherst Attorney, 5583 Main Street, Williamsville, New York, 14221; and it is further

ORDERED that Jones shall notify the Court in writing if her address changes. The Court may dismiss the action if she fails to do so.

Attachment: DOC042623-04262023114338 (COM-2023-65 : Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti))

SO ORDERED.

Dated: April 18, 2023
Buffalo, New York

/s/ Lawrence J. Vilardo
LAWRENCE J. VILARDO
UNITED STATES DISTRICT JUDGE

Attachment: DOC042623-04262023114338 (COM-2023-65 : Order (Lydia Diane Jones Vs Magistrate Judge Mark Grisanti))

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Clerk
DOC ID: 27437

COMMUNICATION 2023-66

REFERRED

Amended Complaint: Lydia Diane Jones and as Administrator of the Estate of James Jones Vs Amherst Police Department Et Al.

5/8/2023
Referred to Attorney

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

UNITED STATES DISTRICT COURT
FILED
SEP 29 2022
MARY C. LOEWENGUTH, CLERK
WESTERN DISTRICT OF NY

Lydia Diane Jones
[redacted]

9/29/2022

IN THE UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF NEW YORK

Lydia Diane Jones and as ADMINISTRATOR OF

THE ESTATE OF JAMES JONES]

Case # 22-CU-145-LJV

Amended complaint

Plaintiff]

Vs.]

Mark John Grisanti]

STATE OF NEW YORK

Sara Z. Boriskin /Samantha Sandler/ROBERTSON, ANSCHUTZ, SCHNEID, CRANE & Partners, PLLC

NEWREZ/ PHH MORTGAGE SERVICES/PHH Mortgage Corporation 1 Mortgage

Kevin Gibson/ Olivia T. Paulo-Lee/ Mohi Ahmed and Gulun Nahar Shaly

Amherst Police Department,

John and Jane Doe, Official and Unofficial Capacity

Defendants

20- MILLION DOLLAR CLAIM UNDER 42 U.S. CODE SEC. 1983 ACTION FOR DEPRAVATION OF CIVIL RIGHTS, VIOLATION OF DUE PROCESS, CONSPIRACY TO COMMIT REAL ESTATE DEED FRAUD, FORGERY, WRONGFUL FORECLOSURE, AND BREACH OF CONTRACT THIS CLAIM IS ALSO FOR OBSTRUCTION OF THE ADMINISTRATION OF JUSTICE

["Cujusque Rei Potissima Pars"][The Principle Part Of Everything Is In The Beginning]

Comes Now Plaintiff Lydia Diane Jones, to file her Claim against the defendant's. The claim will be brought forward in Common Law, "Administrative Law," "Law," "Equity," and Under the Uniform Commercial Code. This 42 U.S. Code Sec. 1983 Civil Action Claim is for Depravation of Civil Right Under Color of Law, conspiracy to commit real estate deed fraud, and forgery. This case is brought to enforce constitutional rights under 42 U.S.C. § 1983, conspiracy statutes under Federal Law.

Attachment: DOC042723-042720230815548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

42 U.S. Code § 1983 - Civil action for deprivation of rights [redacted]

Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Ter[redacted] of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable. For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be a statute of the District of Columbia.

JURISDICTION:

1. The Judiciary Act, though, Congress placed admiralty under the jurisdiction of the federal district courts.

2. This court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. 1331, which provides district courts with jurisdiction over civil actions arising under the United States Constitution or laws of the United States.

3. This court has personal jurisdiction over the defendant's corporations because the corporation's principal place of business is in this state.

4. Venue is proper pursuant to 28 U.S.C. 1391(b) because the events giving rise to the allegations in this complaint occurred in this district.

5. Federal court has jurisdiction over this case based on the following reasons:

a. 42 USC 1983 civil rights claim is Constitutional dispute.

b. The plaintiff filed a claim against the state court judge, whereby other state court judges would have a conflict of interest.

c. The state is guilty of real estate deed fraud which is verified by the day-to-day process of registering homeowners' property deeds in their office.

d. The state is in control of the plaintiff's property deed when there is no law that forced the plaintiff to register her property.

e. The state is paying the judge and providing a pension, 401-k, so other state court judges will have a conflict to hear this case in state court.

6. The State is the real party responsible for the foreclosure on the plaintiff's property using state-licensed sub-agencies to do the dirty work.

7. The amount of damage is over what the state court has jurisdiction to rule on.

8. The defendants violated Federal Laws.

Attachment: DOC042723-042720230815548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

9. The defendants violate the plaintiff's right to due process in state court whereby is liable under 42 U.S.C 1983 a federal civil rights statute.

10. There is no other court available for remedy.

FACTUAL ALLEGATIONS:

11. The original contract in this case was altered, stolen and that there was an addition to the agreement with the following items that are missing from the contract filed in this case:

12. The intent of the agreement is that the original party who funded the alleged loan per the bookkeeping entries is to be repaid the money,

13. The bank or financial institution involved in the alleged loan will follow GAAP,

14. the lender or financial institution involved in the alleged loan will purchase the promissory note from the borrower,

15. the borrower does not provide any money, money equivalent, credit, funds or capital or thing of value that a bank or financial institution will use to give value to a check or similar instrument,

16. the borrower is to repay the loan in the same species of money or credit that the bank or financial institution used to fund the loan per GAAP, thus ending all interest and liens, and

17. the written agreement gives full disclosure of all material facts.

18. The Bank Advertised That They Loan Money:

a. I applied for a loan.

b. They refused to loan me legal tender or other depositors' money to fund the alleged bank loan check.

c. The bank misrepresented the elements of the alleged agreement to the alleged borrower.

d. There is no bona fide signature on the alleged promissory note.

e. The promissory note is a forgery.

Attachment: DOC042723-04272023081548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

f. The promissory note—with my name on it and my father's— obligates my father and I to pay $ 195,300.00 plus interest, giving it a substantial value in todays market if it were sold to investors.

g. The bank recorded the forged promissory note as a loan from me to the bank.

h. The bank used this loan to fund the alleged bank loan check back to me.

i. The bank refused to loan the plaintiff legal tender or other depositors' money in the amount of $ 195,300.00 or repay the unauthorized loan it recorded from me to the bank.

j. The bank changed the cost and the risk of the alleged loan.

k. The bank operated without my knowledge, permission, authorization, or agreement.

l. The bank denied me equal protection under the law.

m. The bank refused to disclose material facts of the alleged agreement and refused to tell me if the agreement was for me to fund the alleged bank loan check or if the bank is to use the bank's legal tender or other depositors' money to fund the bank loan check.

n. They refused to disclose whether the check was the consideration loaned for the alleged promissory note.

o. The bank failed to disclose if the promissory note is money or not money.

q. It appears the bank recorded the promissory as an unauthorized loan from me to the bank.

19. The defendant's committed and conspired to commit real estate deed fraud when they failed to deliver the property deed as mandated by the state property transfer statute.

a. The mortgage deal was Not done according to the GAAP accounting principles in violation of the federal law.

b. The electronic credits called the mortgage loan was generated by the plaintiff's signature on the promissory note.

c. The words stamped on the promissory note "pay to the order of" without recourse will verify the bank official who signed there received the electronic credits called the mortgage loan.

Attachment: DOC042723-042720230815548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

d. There was no exchange of money in the mortgage loan.

20. Valid conveyances require that the executed deed be delivered to and accepted by the grantee.

21. The property deed was never delivered or accepted by the plaintiff.

22. The defendants committed acts of forgery when they fraudulently made false documents and altered real documents as if they are genuine.

23. The fact the alleged lender accepted the plaintiff's signature on the mortgage lien proves the plaintiff owned the property already

24. The first illegal mortgage lien was placed on the property after the unlawful registration.

25. James Jones was co-owner of 821 Eggert Road, Amherst New York [14226] of the property listed as damages in the plaintiff's claim, his Estate is included as the required for filing a claim against someone's property.

26. On July 8, 2008 Default Letter on foreclosure for 821 Eggert Road Amherst New York [14226]; Dodd-Frank Wall Street Reform and Consumer Protection Act, New York's Civil Practice Law and Rules (CPLR) 212, Mortgage foreclosure New York CPLR 213 6 years STATUE OF LIMITATION. Exhibit: A

27. Attorney Sara Z. Boriskin is employed for RAS Boriskin, LLC a 3rd party debt collector located at 100 Garden City Plaza, City New York.

28. On 12/26/2014, Sara Z. Boriskin signed on to the case as the attorney of record without standing, filed the foreclosure Summon and complaint (case # 800319/2015) against the plaintiff's property without an affidavit from an injured party to provide jurisdiction to the court. Also stating a complaint from 1998, I did not own my home until November 2002. **Exhibit: B**

29. The statute the attorney used in the foreclosure complaint is not a valid law as it does not have the three elements the state constitution mandates must be present to be a valid law.

30. The foreclosing statute (12C.F.R. 1024.41). is missing the enacting clause, the title, and the body, and therefore the foreclosing statute is not a valid law and is unconstitutional on its face.

31. On 12-26-2014 Sara Z. Boriskin file a motion to enter summary Judgment

Attachment: DOC042723-042720230815548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

32. The defendants violated the F. D. C. P. A. when they engaged in abuse, threats, coercion, misrepresentation, fraud, harassment, unfair means, and deception to collect a debt where there is no injured party.

33. The plaintiff responded to the defendant's foreclosure petition with her 7.7-million-dollar counterclaim on 3/10/2022.

34. The attached ROA sheet will show the defendants never responded to the jurisdictional challenge with an affidavit by a counter-affidavit.

35. The plaintiff filed a copy of her passport and Tribal Identification from Yamassee Native American, showing she is not a U.S. citizen, she is a State National, Indigenous of the Republic State of New York, and therefore not subject to the court's statutory jurisdiction without an injured party.

36. The plaintiff was subjected to harassment from 4 or 5 attorneys that all signed on and signed out when they could not prove jurisdiction on the court record.

37. There is no injured party.

38. Mark John Grisanti made a journal entry order Granting Judgment of Foreclosure and Sale on July 28, 2021; During COVID-19 Emergency Eviction and Foreclosure Moratorium. No jurisdiction, no proof of claim on then record from the attorneys Sara Z. Boriskin or All Others attorney; from the Law firm RAS Boriskin, LLC, later change the Law firm name to Roberston, Anschutz, Schneid, Crane & Partners or Deutsche Bank National Trust company, as Trustee for Citigroup Mortgage Loan Trust, Series 2005-OPTI, Asset-Backed Pass-Through Certificates.

39.. Statue: Rule 4D- Based – service is supposed to rule 603, Statue: 56E- Challenge No facts before the court

40. COVID-19 Mortgage and Foreclosure Moratorium Act signed into Law December 28, 2020 was extended to January 15, 2022; During a Moratorium Evictions and Foreclosures may not proceed.

41. 7-28-2021 Mark John Grisanti initials in a space reserved for a signature, FRCP Rule 11 (b) has been violated.

Attachment: DOC042723-042720230815548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

42. Mark John Grisanti on July 28, 2021 on the document of foreclosure for 821 Eggert Road, Amherst New York [14226] No Court Seal, Violation of 18 U.S. Code 505- Seals of Court, Signatures of Judges.

43. On December 3, 2021, Attorney Kevin Gibbons Referee has a illegal sale on 821 Eggert Road Amherst New York [14226] During a Moratorium extended to January 15, 2022.

44. Aberment Of Jurisdiction – Quo Warranto Enter December 11, 2021. Hagans v. Lavine415 U.S. 533, There is no discretion to ignore lack of jurisdiction. Joyce v U.S. 474 2D 215;the law provides that once State and Federal Jurisdiction have been challenged, it must be proven. Main v Thiboutot 100. S. Ct2501 (1980); "Jurisdiction can be challenged at any time" and "once challenged, cannot be assumed and must be decided". Basso v Utah Power and Light Co.495F.2d 906,910.

45. Mark John Grisanti has not proven jurisdiction

46. On January 26,2022, PHH Mortgage corporation 1. Mortgage file a 1099A for Abandoned Property to the IRS

47. February 18, 2022 the plaintiff file A CIVIL COMPLAINT IN FEDERAL COURT FOR

UNLAWFUL WRONGFUL FORECLOSURE

48. On 3/10/2022 Plaintiff filed a 7.7 million dollar claim for violation of the Foreign Agent Registration Act Of 1938

49. On May 13, 2022 A Fraudulent Transfer of Deed; But claim it was done on March 23, 2022 between Kevin Gibbon, referee and Mohi Ahmed, Gulum Nahar Shaly,(Attorney Olivia T. Paulo – Lee)

50. The plaintiff recused the judge on July/ 2022.

51. Mark John Grisanti refuse to RECUSE HIMSELF, when he was actively involved in a lawsuit of WRONGFUL FORECOSURE file on February 18,2022 in federal court.

52. On July 27, 2022 Mark John Grisanti initial in a space reserved for a signature , FRCP Rule 11(b) has been violated, an ORDER AND WARRANT OF EVICTION, without a Jury Trial. New York State Law state that no Judge can sign an order of eviction without a jury trial.

Attachment: DOC042723-042720230815548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

53. Under (Section745)/UNLAWFUL EVICTION (RPAPL 768). I never agreed to an non-Jury Trial.

54. I was NEVER SERVED notice of eviction court.

55. William Wenham file A FALSE AFFIDAVIT OF PERSONAL SERVICE states I was personally hand deliver a true copy, on June 10th,2022 at 11:00 am; I WAS NEVER SERVED.

56. William Wenham file the false Affidavit of personal service 34 days later on July 13, 2022 at 2:30PM. A violation NY CPLR 308 (2015) Personal service upon a natural person 20 Days.

57. William Wenham's he said my skin color is Black; My skin color is Brownish or Copper. Black is a color not an ethnicity.

58. William Wenham's Affidavit he state my Weight: 120Ibs. I Weight 185Ibs. I have not weight 120 Ibs. In over 40 years.

59. William's Affidavit state that I wear Glasses; I DO NOT WEAR GLASSES.

60. The Affidavit of Personal Service is not Dated by The Notary it is type in by William Wenham. NOTARY MISCONDUCT.

61. On June 10th at 11:00 am I WAS NOT AT HOME AT 821 Eggert Road, Amherst New York.

62. On June 10t 9:30am I was going to the mechanic shop to drop off Venus's truck for repairs and Inspection. After we were downtown in City Court on another matter during the supposed time 9:30am until 3:00PM.

63. The Judgment obtained by the Plaintiff in NEW YORK STATE COURT against Defendant is premised on a fraudulent Petition and False Affidavit of Service. CPLR 5015(a).

64. On August 2, 2022, The Sheriff department put a 14 Day Notice of Eviction on my front door. I went to the Sheriff department and I ask how could they get a Warrant of Eviction without Eviction court. I was told to get a sign date from a judge and the ORDER with be Cancel.

65. On August 11, 2022 I, Lydia Jones File A ORDER TO SHOW CAUSE with an Affidavit

Attachment: DOC042723-042720230815548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

66. Mark John Grisanti refuse to sign the order, he REFUSE to give me a court date; REFUSE to DO DUE PROCESS OF LAW.

67. The Order To Show Cause went to Special Terms, at 1:00pm The Judge in special terms refuse give me a court date; she said because Mark Grisanti should sign the order.

68. I went up to Administrative Judge Kevin M. Carter office, and the police guard said, that he was not in the office I went to his office 4 different time in one week; so head Judge could give me a court date.

69. I went back down stairs to see head clerk, I talk with Deputy Chief Clerk Billie Jo Zakia, I ask Billie Jo if she could assign a Judge to Hear my case; Billie Jo call Mark Grisanti office, Billie Jo spoke with Mark Grisanti's clerk, the Grisanti's clerk said Mark Grisanti said No He will not sign. Billy Jo responded by saying she has a right to be hear, it is the Law; entertain her Mark Grisanti said no. So Billie Jo went upstairs to Mark Grisanti's office when she came back I am sorry he will not sign the order to show cause he will not give you a date.

70. I, Lydia Jones DID NOT RECEIVE NOTICE AND WAS NOT PROVIDED AN OPPORTUNITY TO BE HEARD A DEFAULT FINAL JUDGMENT SHOUD BE VOID and PROPERLY VACATED. Aim Recovery Servs. Inc. v. Williams 232So.3d 1106 (fia Dist Ct App 2017)

71. DCA 2007) '[a] Violation of the DUE PROCESS GUARANTEE OF notice and an OPPORTUNITY, TO BE HEARD Renders a Judgment void.

72. 'Notice is the First and most essential element of Due Process and failure to give Notice of Default, when required, makes a default void.

73. A Court has repeatedly held that a judgment enter without Notice to a party is Void ab initio. Prinzee v. Thurmond, 721 So.2d 827,828 (Flo. 3d Dca 19

74. THIS FRAUDULENT ACT has cost the Plaintiff IRREPARABLE HARM

75. I feel Harassed and Discriminated against, Because I Have express that I am Indigenous, American National, Native American.

Attachment: DOC042723-042720230815548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

76. August 11, 2022, I filed an Order to Show Cause Case pursuant Per Civil Practice Law and Rules (CVP) Chapter8, Article 3, Section 5015 for Relief form Judgment or Order. I was denied the right to be hear in a meaningful way.

77. Notice is essential to due process of law. There was no notice and Mark Grisanti did not have Personam Jurisdiction nor Subject Matter Jurisdiction.

78. I did not sign an order of reference to consent to a State Trial Judge. I did not Know an order of reference existed for this case.

79.On August 17, about 11:00am The Sheriffs came to my front door and ring the door bell, started banging on the door; stared Yelling get out of house, come out; Repeated demands to get out; threatening the use of force, then the Amherst police came about 15 police cars about 20 or more police cars and sheriffs; My love ones said We Do Not Consent to Unlawful Eviction, We Do Consent to Eviction without Eviction Court, We Do Not Consent without Due Process of Law;

80. Repeatedly banging on the doors windows, until the Sheriff Department force and busted my front doors and removing the door at the entrance

81. The Sheriff Department Ask the Amherst police to leave, so the Amherst police left.

82. The Sheriff said I could take an overnight bag; so I pack an overnight bag and my 13 year old Boxes; the Sheriff would not let me take " Leo My Turtle", I ask what going to happen to Leo? They said nothing. The Sheriffs left my animal in the house, the Sheriff Department abandon Leo the turtle.

83. My God daughter and her children were evicted from their home one week before while they were at eviction court the landlord change the lock. They only had the clothes on there backs, they caught an Uber and came to my house for shelter to only be evicted one week later. We could not find a hotel that would take a dog; they were all book-up.

84. The Next Day we went back to feed Leo and to get him, my God daughter's medication my medication, my senor boxer medication for her hips joints; Tribal license, Tribal government paperwork, my birth certificate, S.S.card my important paperwork; the sheriff said that I would have 30 Day to pack and get my things.

Attachment: DOC042723-04272023081548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

85. On August 18th 8:30am Amherst Police Repeatedly banging on the door, then bust in the front door immediately grabbed me and put handcuffs on me arrest me and put me in back of a police car; the same thing with my god daughter they put in handcuffs and put her in an other police car. Amherst calls animal control for my senior boxer and SPCA for Leo the Turtle.

86. They took My Goddaughter and I to The Amherst Holding center. They kept us overnight

87. Buffalo Holding Center still has my Goddaughter in the Holding Center for having tool, when the only thing she had was the clothes that was on her back. Everything in 821 Eggert, Amherst New York is My since November 4, 2002. Amherst is holding her in a mental jail.

88. I had an sudden Anxiety attack and pass-out I was sent to Millard Fillmore Suburban Hospital in an ambulance; I was handcuff to the bed railing with three or four Amherst Police in and out of my hospital room. The Hospital work on me for a few hours. Then I was taken back to The Holding Center in Amherst, New York.

89. On the 19th that morning about 9:30am I went to Amherst, New York court

90. Then I was taken to Buffalo's Holden Center were the Sheriff department said I live on1237 Donaldson Road **Buffalo, New York; (No such address)**

91.The Courts will not let get my thing out of my house, my furniture, my clothes, my picture, my family picture, my "BABY GRAND" My Law cases my files MY PERSONNAL BELONGINGS.

92. Mark Grisanti, Sheriff Department and the Amherst police has injured me and caused me great harm. I have been ejected from my home of 21years. I am a senior citizen, I am Disabled . I am homeless. My cat has died, my dog and turtle has been displaced.

93.They; have two dumpsters in my drive

94. Plaintiff filed a federal lawsuit against the defendants, and it is still pending in the federal court. **See Exhibit C** -a copy of the sale order

95.. The case is currently pending in the federal court and the attorney ignored the pending federal case.

Attachment: DOC042723-04272023081548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

96. The plaintiff's house was sold on Dec.3, 2021. Deed transfer on May 13, 202 with pending litigation in the federal court.

82. SCHEME TO DEFRAUD:

a. The contract filed in this case is forged and missing at least 6- provisions that are listed in the original contract.

b. The foreclosure statute used to provide the court with jurisdiction is not a valid law as it is missing the 3 elements the State Constitution mandates must be present to be a valid law.

c. The State constitution mandates all laws are to be enacted and have an enacting clause, a title, and a body.

d. Original Contract with the signatures of both the alleged borrower, and the lender have never been filed in court to verify there was a bilateral contract.

e. Without a certification of the accounting entries of the attorneys cannot verify there was a debt.

f. The attorney cannot verify agency and therefore the foreclosure lawsuit has a fatal flaw.

g. The foreclosure was filed showing the lender as the plaintiff, however no one from the lender's corporation signed the foreclosure documents.

h. There is no witness before the court to give the court jurisdiction.

i. There is No Affidavit filed in the case to give the state court jurisdiction.

THE LENDER FAILED TO FOLLOW THE GAAP ACCOUNNTING LAWS:

83. The contract should be rescinded because the attorneys did not provide full disclosure, the contract is extremely deceptive and unconscionable, In re Pearl Maxwell, 281 B.R. 101. The Truth in Lending Act, Regulation Z, 12 CFR §226.23, states that the security agreement signed with a lender can be rescinded if they have not provided the proper disclosures.

Attachment: DOC042723-042720230815548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

84. The original debt was zero because the Plaintiff's financial asset was exchanged for FED's promissory notes in an even exchange. Promissory Notes and other commercial instruments are legal tender, financial assets to the originator and a liability to the lender.

85. If a security interest in the note is perfected, by recording it on a lien as a registered security, the maker or originator becomes an entitlement holder in the asset.

86. But the attorney's do not understand that they have this liability because most of them are unaware of it.

a. UCC §1-201(24), §3-104, §3-306, §3-105,

b. UCC §§8-102 (7), (9), (15), (17), §8-501, §8-503, §8-511

c. UCC §§9-102(9), (11), (12)(B), (49), (64)

d. 12 USC 1813(l)(1)

87. The defendant's records will show the defendants have an offsetting liability to the plaintiff pursuant to FAS 95, GAAP and Thrift Finance Reports (TFR).

5. These records include:

a. FR 2046 balance sheet,

b. 1099-OID report,

c. S-3/A registration statement,

d. 424-B5 prospectus and

e. RC-S & RC-B Call Schedules

Plaintiff's claims are brought forward Under Common Law:

88. ELEMENTS FOR COMMON LAW:

a. Controversy (The listed defendants)

b. Specific Claim (wrongful foreclosure, breach of contract,

c. Specific Remedy Sought by Claimant (3- million dollars)

Attachment: DOC042723-04272023081548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

d. Claim Is Affirm To (Affidavit of Verification attached), and I will verify in open court that all herein be true.

89. PARTIES:

a Lydia Diane Jones is a resident [redacted].

b. The first defendant is The State of New York.

c. The second defendant is Sara Z. Boriskin

d. The third defendant is Mark John Grisanti

e. The fourth defendant is

Count One: Violation of 42 U.S.C. 1983:

1. Plaintiff incorporates by reference the facts alleged in paragraphs 1-70.

2. The defendant's negligence was the direct and proximate result of the plaintiff's injuries.

Count Two: Violation of Due Process:

1. Plaintiff incorporates by reference the facts alleged in paragraphs 1-70

The defendants had a duty to follow the law and the constitution.

Count Three: Conspiracy to Commit Real Estate Deed Fraud:

2. Plaintiff incorporates by reference the facts alleged in paragraphs 1-70

Count Four:

Attachment: DOC042723-04272023081548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

Forgery:

3. Plaintiff incorporates by reference the facts alleged in paragraphs 1-70

Count Five:

Wrongful Foreclosure:

4. Plaintiff incorporates by reference the facts alleged in paragraphs 1-70

Count Six:

Breach of Contract:

5. Plaintiff incorporates by reference the facts alleged in paragraphs 1-70

Count Seven:

Real Estate Deed Fraud:

6. Plaintiff incorporates by reference the facts alleged in paragraphs 1-70

Count Seven:

Obstruction of The Administration of Justice

7. Plaintiff incorporates by reference the facts alleged in paragraphs 1-70

WRONGFUL FORECLOSURE:

1. The wrongful foreclosure action filed in state court had no injured party and therefore damages should be granted.

2. The 6th Amendment secures that no person will be deprived of life, liberty, or property without due process of law.

Attachment: DOC042723-042720230815548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

3. The "the injured party" must appear and state he/she is owed a debt, the debtor must be given the right to challenge this debt for "validation" 15 USC 1692g. Only an "injured party" can claim a debt is owed. "Imaginary persons" cannot appear or give testimony and cannot be the "Plaintiff" of any cause of action.

4. There is no injured party in the state foreclosure case and it and therefore the court did not have jurisdiction.

BREACH OF CONTRACT:

7. The bank advertised that they loan money:

a. I applied for a loan.

b. They refused to loan me legal tender or other depositors' money to fund the alleged bank loan check.

c. The bank misrepresented the elements of the alleged agreement to the alleged borrower.

d. There is no bona fide signature on the alleged promissory note.

e. The promissory note is a forgery.

f. The promissory note—with my name on it— obligates me to pay $195,300.00 plus interest, giving it a substitutional value if it were sold to investors.

g. The bank recorded the forged promissory note as a loan from me to the bank.

h. The bank used this loan to fund the alleged bank loan check back to me.

i. The bank refused to loan me legal tender or other depositors' money in the amount of $195,300.00 or repay the unauthorized loan it recorded from me to the bank.

j. The bank changed the cost and the risk of the alleged loan.

k. The bank operated without my knowledge, permission, authorization, or agreement.

l. The bank denied me equal protection under the law.

Attachment: DOC042723-042720230815548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

m. The bank refused to disclose material facts of the alleged agreement and refused to tell me if the agreement was for me to fund the alleged bank loan check or if the bank is to use the bank's legal tender or other depositors' money to fund the bank loan check.

n. They refused to disclose whether the check was the consideration loaned for the alleged promissory note.

o. The bank failed to disclose if the promissory note is money or not money.

p. It appears the bank recorded the promissory as an unauthorized loan from the plaintiff to the bank.

q. The attorneys are misrepresenting themselves as working for a lender when they are illegally collecting as a 3rd party debt collector in violation of the F.D.C.P.A.

90. The defendants violated the plaintiff's right to due process 42 U. S. C. 1983 by using an unfair court process that is in violation of the federal laws and the court rules.

91. The defendants obstructed the administration of justice.

NEGLIGENT/RECKLESS CONDUCT:

92. As a proximate result of the negligent or reckless conduct of the attorney acting as a 3rd party debt collector the plaintiff suffered injury when the attorney filed unlawful foreclosure using a foreclosure statute that is missing the 3 elements needed to be considered a valid law.

93. The state constitution mandates laws to be enacted by congress and they must have an enacting clause, a title, and a body.

94. The revised statutes use to provide jurisdiction to the court is not a valid law and therefore rob the court of jurisdiction. The attorneys filed a forged contract in the state foreclosure case.

95. The contract filed is missing the following provisions agreed upon in the original contract:

a) The intent of the agreement is that the original party who funded the alleged loan per the bookkeeping entries is to be repaid the money,

b) The bank or financial institution involved in the alleged loan will follow GAAP,

Attachment: DOC042723-04272023081548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

c) the lender or financial institution involved in the alleged loan will purchase the promissory note from the borrower,

d) the borrower does not provide any money, money equivalent, credit, funds or capital or thing of value that a bank or financial institution will use to give value to a check or similar instrument,

e) the borrower is to repay the loan in the same species of money or credit that the bank or financial institution used to fund the loan per GAAP, thus ending all interest and liens, and

f) the written agreement gives full disclosure of all material facts.

96. The defendants violated the plaintiff's right to due process 42 U. S. C. 1983 by using an unfair court process that is in violation of the federal laws and the court rules.

97. The defendants obstructed the administration of justice.

Slander of Title:

98. The defendants have caused to be recorded various documents including an unlawful foreclosure which constitutes slander of title, and the plaintiff should be awarded resulting damages to be fully proved at the time of trial.

Slander of Credit:

99. The plaintiff allege that the actions and inactions of the defendants have impaired their credit causing them to lose the ability to have good credit entitling them to damages, including statutory punitive damages pursuant to state and federal law, all to be proved at the time of trial.

Infliction of Emotional Distress:

100. The defendants have intentionally and negligently taken illegal actions which have caused the plaintiff's severe emotional distress.

101. The attack on the plaintiff's home using a statute that is not a valid if fraud on the court.

Attachment: DOC042723-042720230815548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

102. The fact part of the original agreement is missing from the contract filed in the state foreclosure case is a clear showing of illegal intent to cause distress.

Damages:

103. The plaintiff is seeking damages for wrongful foreclosure, and I have has shown that

(a.) there was an irregularity in the foreclosure sale and

(b.) the irregularity caused the plaintiff damages. See University Sav. Ass'n v. Springwoods.

104. As a proximate result of the negligent actions of defendants, the plaintiffs have suffered consequential damage and will continue to suffer additional damage in an amount to be fully proved at the time of trial.

105. As a result of these actions by Law P.A., Mark John Grisanti, Sara Z. Boriskin, and the defendants. I have suffered in the following ways:

a) Lost income. I have my own business. I have lost hours and sometimes days of seeing clients Jume 27,2015 I had a Stroke and a brain tumor from stress and anxiety. I have also suffered intense anxiety attacks with a loss of sleep. When I do not sleep and/or I am intensely fatigued, a brain injury I sustained during a sepsis episode a few years ago will create difficulties with aphasia and audio processing, making it difficult to both understand others and to be understood. When this happens, I also need to cancel clients, creating lost income. The amount of income can be up to/ exceed $1200 for each day lost. Because I am self-employed, there is no making up this deficit with vacation or sick leave.

b) July 28, 2021 Mark John Grisanti made a journal entry of Judgment; During The COVID-19 EMERGENCY EVICTION AND FORECLOSURE ACT 2020 EXTENDED TO JANUARY 15, 2022. There is no discretion to ignore lack of jurisdiction; jurisdiction was challenged, NO PROVEN JURIADICTION cannot be assumed must be decided. On December 3,2021; Fraudulent sale of 821 Eggert, Amherst New York with Kevin Gibbon, Mohi Ahmed, Gulun Nahar Shaly and Olivia T. Paulo-Lee; conspiracy to commit REAL ESTATE DEED FRAUD. Wrongful foreclosure. ,On August 2, 2022, A 14 day Notice of Eviction was on my front door. Without going to Eviction court. A Fraud Affidavit of service was in the records and 34 days pass due; Mark Grisanti initial an ORDER OF EVICTION without a Jury Trial. I did a ORDER TO SOW CAUSE Mark Grisanti Refuse to Sign for date to be hear in court. UNLAWFUL EVICTION (RPAPL 768). OBSTRUCTION OF THE ADMINISTRATION OF JUSTICE. On August 17, Repeatedly Banging on the door, Repeated demands to get out, Removing the door at the entrance to the dwelling, my Home for over 21 years. By the Sheriff Department Sheriff Docket #00440571. My living animal "Leo' my turtle was left in the house with no food. August 18, 2022 I when back to get Leo, and My 13year old boxer medication arthritis for hips. The Amherst Police FORCE THE front Door in and arrested me and my God daughter. Put handcuffs on me and put me in a police car. I later had an ANXIETY & STRESS ATTACK AMBULANCE were called I was taken to Fillmore Suburban Hospital I was Handcuff to the bed by the Amherst Police.

c) I, Lydia Jones was NEVER SERVED Notice of Eviction Court.

d) THIS FRAUDULENT ACT has cost the Defendant IRREPARABLE HARM.

Attachment: DOC042723-042720230815548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

c. No one can return to me the health I have lost in dealing with the dubious actions of the persons named in my lawsuit.

d. I will never completely retrieve my peace of mind and calm the near-constant state of anxiety I find myself in now. These actions have forever altered my mental health and well-being.

e. The defendant's, acted with deliberate indifferent to the Constitution and or federal laws when they violated the plaintiff's right UNDER 42 U.S. CODE SEC. 1983, and the plaintiff's right to "due process".

106. The Judge Lacks Immunity When He Violates The Law:

The judge has qualified immunity when he follows the constitution and the law. The Tucker Act exposes the government to liability for certain claims. Specifically, the Act extended the court's jurisdiction to include claims for liquidated or unliquidated damages arising from the Constitution (including takings claims under the Fifth Amendment), a federal statute or regulation, and claims in cases not arising in tort. The relevant text of the Act is codified in 28 U.S.C. §§ 1346(a) and 1491. The Tucker Act (March 3, 1887, ch. 359, 24 Stat. 505, 28 U.S.C. § 1491) is a federal statute of the United States by which the United States government has waived its sovereign immunity with respect to lawsuits pertaining to 5th Amendment violations of due process.

The Five Elements of "Due Process:

107. In assessing whether this demonstration has been or can be made, the courts look to the five elements, which, over the centuries of judicial experience, have come to be recognized as the sine qua non of "due process."

a. Equality: The system must not discriminate procedurally between parties. If one party is entitled to counsel, then all are entitled. If notice is provided one, it must be provided for all. The essential requirement for Equality is that the system provide a "level playing field" for the disputants. Discrimination in appearance or fact is an anathema to the Equality required to satisfy due process.

b. Economy: The cost of access to the system must not be a barrier to its use or operate to the disadvantage of one or the other parties. This means that grievance and arbitration proceedings should not be made a Board profit center and, in fact, may have to become subsidized to assure open access.

Attachment: DOC042723-042720230815548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

c. Expedition: As "justice delayed is frequently justice denied," there is an affirmative obligation on the part of the system to expedite ethics and arbitration proceedings. This does not foreclose orderly procedure with adequate time to ensure notice, time to prepare, opportunity to identify and gather witnesses, and otherwise develop facts and arguments. It does, however, foreclose dilatory tactics, unreasonable extension of time, and protraction of hearings.

d. Evidence: The system must be designed and function to elicit evidence, not assumptions; proof, not presumptions. While strict rules of evidence in the judicial sense do not apply, there must be control of what is admitted as relevant and judgment as to what is mere speculation and hearsay designed to prejudice rather than inform.

Equity: The system must produce decisions that reflect a sense and substance of "rightness" and "reasonableness." In matters involving unethical conduct, the punishment should fit the offense. The judgment should reflect consideration of extenuating circumstances and a balancing of competing values and objectives. Moreover, the predictability, consistency, and uniformity of the system's performance is an important measure of Equity.

Conspiracy: A federal criminal conspiracy is built up of five elements:

a. Two or more persons that;

b. Intentionally;

c. Agreed;

d. To violate federal law or defraud the United States; and commit an overt act in furtherance of the agreement.

Elements for Forgery:

Forgery is making, using, altering, or possessing a false document with the intent to commit fraud. Forgery can be the creation of a false document or changing an authentic one. There are several elements to the crime of forgery, and all must be proven before someone can be found guilty:

Attachment: DOC042723-042720230815548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

a. A person must make, alter, use, or possess a false document. Forgery can be creating a false document from scratch or altering an otherwise genuine document in a material way. The alteration is material if it affects a legal right.

b. The writing must have legal significance.

c. The writing must be false. The writing must have been created or changed in a way that makes it appear that the document represents something that it is not.

d. Intent to defraud.

108. Request for Damages

Plaintiff request compensatory and general damages for expenses for legal expenses, medical bills, mental anguish associated with living with the consequences of the defendant's negligence, loss of income, and damaged credit score, embarrassment from having plaintiff's house listed on Zillow and other Real estate foreclosure websites before while the case is in litigation. The plaintiff request punitive damages in what the jury finds just and fair. Plaintiff prays that this court enter judgment for the Plaintiff and against each of the Defendants, and grant:

a. compensatory and consequential damages, including damages for emotional distress, humiliation, and other pain and suffering on all claims allowed by law in an amount in excess 20- Million Dollars

h. any further relief that this court deems just and proper, and any other appropriate relief a law

WHEREFORE, Plaintiff Lydia Jones, request the following

a. That the court enter a judgment in favor of Lydia Jones, and against the defendants on all counts of the Complaint:

b. That the court award compensatory damages into Plaintiff and against the defendants jointly and severally, in an amount to be determined at trial:

Attachment: DOC042723-04272023081548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

c. That the court award punitive damages to defendant, and against the plaintiffs, jointly and severally, in an amount to determine at trial in order that such award will deter similar proscribed conduct by the plaintiffs in the future.

d. That the court award defendant, and against the plaintiffs, prejudgment and post-judgment interest on all sums awarded in this action, and including reasonable legal fees, pursuant to 42.U.S.C. Sec. 1988: and

e. That the court grant defendant such other equitable relief that the court deems appropriate.

Demand For A Trial By Jury

Comes Now, the defendant, and hereby demands jury trial on all issues so triable to a jury.

Respectfully submitted,
All Rights Reserved

By: Lydia-Diane:Jones UCC1-308
Indigenous, living,woman, American National created in the image of YHWH/Beneficiary of LYDIA DIANE JONES
1440 Jefferson avenue Suite 246
Buffalo, New York [14208]

I, Timothy N. Hall Affirm that Lydia Diane Jones appeared before me, I can see she is alive, she showed me necessary identification. I witnessed her autograph on this document on 13 day, month of Sept. 2022year of our Lord .

Public Notary Commission expires 25 Oct 2024

#01HA6271135

Seal

Attachment: DOC042723-04272023081548 (COM-2023-66 : Amended Complaint: Lydia Jones Vs TOA)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Clerk
DOC ID: 27434

COMMUNICATION 2023-67 **REFERRED**

Summons and Complaint: U.S. Bank National Association Vs. Town of Amherst Et Al

5/8/2023
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

U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Loan Trust 2007-WF1,

Plaintiff,

-against-

Jesse Tripp Individually and as Executor of the Estate of Tammy A. Malinowski, The Town of Amherst, Secretary of Housing and Urban Development, The Erie County Department of Social Service, The People of The State of New York, Colorado Capital Investments Inc., Mellisa R. Ross, Erie County Probation Department, Nishell R. Shiple

"JOHN DOE #1" through and including "JOHN DOE#25", the defendants last named in quotation marks being intended to designate tenants or occupants in possession of the herein described premises or portions thereof, if any there be, said names being fictitious, their true name being unknown to plaintiff,

Defendant(s).

----------X

Index No.

Date filed:

SUMMONS

Premises being foreclosed:
20 Crisfield Ave
Cheektowaga, NY 14227-1712

ACTION TO FORECLOSE MORTGAGE ON PROPERTY SITUATED IN ERIE COUNTY

TO THE ABOVE DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action, and to serve a copy of your Answer, or if the Complaint is not served with this Summons, to serve a Notice of Appearance on the Plaintiff's attorneys within twenty (20) days after the service of the Summons exclusive of the day of service or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the State. In case of your failure to appear, or answer, judgment will be taken against you by default for the relief demanded in this Complaint.

Attachment: DOC042623-042620231059000 (COM-2023-67 : Summons and Complaint: U.S. Bank National Association Vs. Town of Amherst Et Al)

15.10.a

Plaintiff designates Erie County as the place for trial. Venue is based upon the County in which the mortgaged premises is situated.

NOTICE
YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

Dated: March 22, 2023
Westbury, New York

Edward Wiener, Esq.
Stein, Wiener & Roth, LLP
Attorneys for Plaintiff
1400 Old Country Road, Suite 315
Westbury, NY 11590
(516)-742-1212
80143/WELLS

Attachment: DOC042623-04262023105900 (COM-2023-67 : Summons and Complaint: U.S. Bank National Association Vs. Town of Amherst Et Al)

Packet Pg. 634

15.10.a

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

----------X Index No.

U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Loan Trust 2007-WF1,

COMPLAINT

Plaintiff,

-against-

Jesse Tripp Individually and as Executor of the Estate of Tammy A. Malinowski, The Town of Amherst, Secretary of Housing and Urban Development, The Erie County Department of Social Service, The People of The State of New York, Colorado Capital Investments Inc., Mellisa R. Ross, Erie County Probation Department, Nishell R. Shiple

"JOHN DOE #1" through and including "JOHN DOE#25", the defendants last named in quotation marks being intended to designate tenants or occupants in possession of the herein described premises or portions thereof, if any there be, said names being fictitious, their true name being unknown to plaintiff,

Defendant(s).

----------X

The plaintiff by Stein, Wiener & Roth, LLP, its attorneys, complains of the defendants above-named and alleges:

1. That the plaintiff was at all times hereinafter mentioned, and now is a national association organized and existing under the laws of the United States, with an address for doing business at 3476 Stateview Road, Fort Mill, SC 29715.

2. That on or about November 30, 2006, Tammy A. Malinowski (hereinafter "Borrower") duly executed and delivered to Wells Fargo Bank, N.A., a note whereby said Borrower became obligated to pay the sum of $45,315.00 Dollars with interest at the initial rate

Attachment: DOC042623-04262023105900 (COM-2023-67 : Summons and Complaint: U.S. Bank National Association Vs. Town of Amherst Et Al)

15.10.a

of 9.625% per cent per annum, and agreed to pay to the lender, its successors and assigns, the aforesaid sum and interest thereon as follows: by payment of principal and interest of $385.18 on January 01, 2007, and thereafter monthly payments as per the terms of the note on this same day of each subsequent month until the principal and interest were fully paid, except that the final payment of the entire indebtedness evidenced thereby, if not sooner paid, is due and payable on December 01, 2036.

3. As collateral security for the payment of said indebtedness, the mortgagor Tammy Malinowski on the same day duly executed, acknowledged and delivered to Wells Fargo Bank, N.A., a mortgage dated November 30, 2006, whereby they mortgaged to Wells Fargo Bank, N.A., its successors and assigns, the real property known as 20 Crisfield Ave, Cheektowaga, NY 14227-1712 and as more particularly described in the attached Schedule "A".

4. Said mortgage was duly recorded in the Office of the Clerk of the County of Erie on November 30, 2006, in Book 13325, Page 997, that being the County wherein the said real property was then situated, and at the same time and place the mortgagee duly paid to said County Clerk Office the recording tax on said mortgage.

5. Said mortgage was duly assigned to plaintiff herein by assignment dated October 18, 2011, and recorded on December 15, 2011, in Book 13559, Page 1689.

6. The plaintiff is the holder of the said note and is the mortgagee of record.

7. Upon information and belief, the borrower died on September 26, 2016.

8. Pursuant to a Decree issued by the Erie County Surrogates court on or about April 25, 2017, Jesse Trip was appointed as Executor of the Estate of Tammy Malinowski.

9. The subject premises was thereafter deeded to Jesse Tripp by Executors Deed dated May 4, 2018 and recorded September 26, 2018 in Book 11335, Page 110.

Attachment: DOC042623-042620231059000 (COM-2023-67 : Summons and Complaint: U.S. Bank National Association Vs. Town of Amherst Et Al)

Packet Pg. 636

15.10.a

10. There now exists a default under the terms of the note and mortgage due to a failure and omission to pay the installment due September 01, 2021, and the installments due on each subsequent installment due to date, in accordance with the terms of the mortgage.

11. That more than one month has elapsed since each and every one of said defaults and the same still remains unpaid and no part thereof has been paid, and the plaintiff, pursuant to the provisions of the said note and mortgage has elected, and does elect that the entire unpaid balance of the principal sum thereby secured become immediately due and payable.

12. That there is now justly due and owing to the plaintiff on said note and mortgage, the principal sum of $44,606.94, with interest thereon at the rate stated in the note from August 01, 2021, together with necessary advances and expenditures. That because of the borrower(s)' default, the plaintiff has incurred legal fees to date and requests the court to allow such fees in excess to those mandated by statute as may reasonably be incurred herein.

13. That the plaintiff requests that, in the event this action proceeds to judgment of foreclosure and sale, the said premises be sold subject to any state of facts an accurate survey may show and to restrictive covenants, utility easements, agreements and reservations, if any, of record zoning restrictions and violations thereof, if any, and covenants, restrictions, easements and agreements of record, if any, and violations thereof, if any.

14. Upon information and belief, during the pendency of this action, the plaintiff may be obliged to pay sums by way of assessments, taxes, insurance premiums and other charges accruing against said premises and the Plaintiff asks that any sums it may be required to pay and does pay for the purpose of protecting the lien of the mortgage herein sought to be foreclosed may be added to the indebtedness secured by and adjudged a valid lien on the premises herein described including legal fees and expenses.

Attachment: DOC042623-042623105900 (COM-2023-67 : Summons and Complaint: U.S. Bank National Association Vs. Town of Amherst Et Al)

Packet Pg. 637

15. No action or proceeding is pending at law or otherwise for the foreclosure of said mortgage or recovery of said sums so secured by said note and mortgage or any part thereof.

16. Upon information and belief, all the individual defendants herein are of full age and sound mind and none is an absentee.

17. That plaintiff is informed and believes and therefore alleges that each of the above defendants has, or claims to have some interest or lien upon said mortgaged premises, or some part thereof, which interests or lien, if any, has accrued subsequent to and is subordinate to the lien of said mortgage.

18. Plaintiff is the holder of the subject note and is the mortgagee of record, or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject mortgage and note.

19. Plaintiff has complied with all of the applicable provisions of Banking Law § 595-a, and any rules and regulations promulgated thereunder, Banking Law §§6-l and 6-m, Banking Law 9x, and RPAPL §1304 and §1306.

WHEREFORE, the plaintiff demands judgment that the defendants, and all persons claiming under them, subsequent to the filing of a Notice of Pendency of this Action, in the office of the Clerk of the County of Erie in which said mortgaged premises are situated, may be barred and foreclosed of all right, title and interest, claim, lien and equity of redemption in said mortgaged premises; that the monies arising from the sale may be brought into Court; that the plaintiff may be paid the amount due upon the said note and mortgage, with interest to the time of such payment, the expenses of the sale, and the costs, allowances, and disbursements of this action, and together with any monies advanced and paid pursuant to any terms or provisions of

Attachment: DOC042623-042623105900 (COM-2023-67 : Summons and Complaint: U.S. Bank National Association Vs. Town of Amherst Et Al)

15.10.a

the note and mortgage set forth in this Complaint, or to protect the lien of plaintiff's mortgage, together with the taxes, water charges, insurance and all other charges and liens thereon to be paid, with interest upon said amounts from the dates of the respective payments and advances thereof, so far as the amounts of such monies properly applicable thereto will pay the same; that this Court forthwith appoint a receiver of the rents and profits of said premises with the usual powers and duties; and that the Estate of Tammy A. Malinowski, may be adjudged to pay any deficiency remaining after the application of said monies as aforesaid, unless validly discharged pursuant to the United States Bankruptcy Code; and that the plaintiff may have such other and further relief in the premises as shall be just and equitable.

DATED: March 22, 2023
Westbury, New York

Edward Wiener, Esq.
Stein, Wiener & Roth, LLP
Attorneys for Plaintiff
1400 Old Country Road, Suite 315
Westbury, NY 11590
(516)-742-1212

Attachment: DOC042623-042620231059000 (COM-2023-67 : Summons and Complaint: U.S. Bank National Association Vs. Town of Amherst Et Al)

Packet Pg. 639

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Clerk
DOC ID: 27493

COMMUNICATION 2023-68 **REFERRED**

Order to Show Cause: Bank of America, N.A. Vs. Town of Amherst Et Al.

5/8/2023
Referred to Attorney

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

15.11.a

At an IAS Part 4 of the Supreme Court of the State of New York, held in and for the County of Erie at the Courthouse thereof, at 92 Franklin St, Buffalo NY 14202, NY, on the 17th day of April, 2023.

PRESENT:
HON. HON. EMILIO COLAIACOVO, J.S.C.
J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

BANK OF AMERICA, N.A.,

Plaintiff,

-against

DIANE LATTIMER AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, MICHAEL ESCHBORN, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED, JOANN CHRONISTER AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED, SUE PETRILLO AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED, TOWN OF AMHERST, John Doe and/or Jane Doe #1-10 inclusive, the last ten names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons, corporations, if any, having or claiming an interest in or a lien upon the premises described in the complaint,

Defendants.

Index No.: 802119/2018

ORDER TO SHOW CAUSE

THE PLAINTIFF IN THIS LAWSUIT HAS APPLIED FOR AN EXPEDITED JUDGMENT OF FORECLOSURE AND SALE OF YOUR PROPERTY ON THE GROUND THAT IT IS VACANT AND ABANDONED.

YOUR PROPERTY MAY BE FORECLOSED UPON AND SOLD WITHOUT ANY FURTHER PROCEEDINGS IF YOU DO NOT RESPOND TO THIS MOTION BY OR ON THE RETURN DATE, WHICH IS May 30 2023 @ 2:00 pm

YOU HAVE THE RIGHT TO STAY IN YOUR PROPERTY UNTIL A COURT ORDERS YOU TO LEAVE.

FILED
2023 APR 26 PM 3:57

Attachment: DOC050323-05032023085213 (COM-2023-68 : Order to Show Cause: Bank of America, N.A. Vs. Town of Amherst Et Al.)

YOU MAY RESPOND TO THIS MOTION BY EITHER SUBMITTING A WRITTEN DOCUMENT OR BY APPEARING IN COURT ON THE RETURN DATE. JUDGMENT OF FORECLOSURE AND SALE OF YOUR PROPERTY ON THE GROUND THAT IT IS VACANT AND ABANDONED.

YOUR PROPERTY MAY BE FORECLOSED UPON AND SOLD WITHOUT ANY FURTHER PROCEEDINGS IF YOU DO NOT RESPOND TO THIS MOTION BY OR ON THE RETURN DATE, WHICH IS May 30 2023 @ 2:00pm

YOU HAVE THE RIGHT TO STAY IN YOUR PROPERTY UNTIL A COURT ORDERS YOU TO LEAVE.

YOU MAY RESPOND TO THIS MOTION BY EITHER SUBMITTING A WRITTEN DOCUMENT OR BY APPEARING IN COURT ON THE RETURN DATE.

UPON the annexed affirmation of Frank A. Morrone, Esq., dated April 14 , 2023, the Affidavit of Korey McGovern, a Document Execution Specialist of SELENE FINANCE LLC as servicer for U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCF 2 ACQUISITION TRUST ("US BANK") assignee of BANK OF AMERICA, N.A. as sworn to on February 24, 2023, and the exhibits nos. 1-5 annexed thereto; and upon the pleadings and proceedings heretofore had herein,

LET Defendants and/or their attorneys show cause before this Court, at the Erie County Supreme Court located at 25 Delaware Avenue, Buffalo NY 14202 on May '30 _, 2023 or as soon thereafter as counsel can be heard, why an Order should not be entered as follows, (i) granting the Plaintiff an expedited judgment of foreclosure and sale pursuant to RPAPL § 1309, (ii) confirming the sums due and owing upon the subject mortgage without the appointment of a referee, (iii) granting the Plaintiff an award of its legal fees and costs associated with the mortgagors' default, (iv) amending the caption accordingly, and (v) for such other and further relief as may be just and proper.

Attachment: DOC050323-05032023085213 (COM-2023-68 : Order to Show Cause: Bank of America, N.A. Vs. Town of Amherst Et Al.)

SUFFICIENT reason appearing therefor, let service of a copy of this Order and papers upon which it is granted be delivered by Personal Service upon Defendants, DIANE LATTIMER AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, MICHAEL ESCHBORN, AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED, JOANN CHRONISTER AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED, SUE PETRILLO AS HEIR AT LAW TO THE ESTATE OF ALLEN F. ESCHBORN, DECEASED, TOWN OF AMHERST; by service by [redacted] Personal Service on or before 4/28/23, 2023 be deemed good and sufficient service

Dated: APR 17 2023, 2023

Buffalo, New York

ENTER

J.S.C.

HON. EMILIO COLAIACOVO, J.S.C.

Attachment: DOC050323-05032023085213 (COM-2023-68 : Order to Show Cause: Bank of America, N.A. Vs. Town of Amherst Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 27530 **RESOLUTION 2023-464** **ADOPTED**

Audubon Library Playground

Suspension to Town Board Agenda Item May 8, 2023

TO: Amherst Town Board

FROM: Deborah Bruch Bucki, Deputy Supervisor

DATE: May 8, 2023

RE: Suspension Item for Town Board Meeting, 5/8/23

WHEREAS, the Town of Amherst has received a legislative grant from DASNY in the amount of $400,000.00 for the construction of a playground at the Audubon Library; and

WHEREAS, the initial estimate for the playground is $416,911.20; and

WHEREAS, the Youth & Recreation Department believes this estimate is high and that savings will be realized through bidding out the installation; however, in order to begin the project and order the equipment, funding for the entire projected amount must be in place; and

WHEREAS, due to many communities throughout the United States using their American Rescue Plan funds for playgrounds, the average time from order to manufacture of playground equipment is six months so time is of the essence;

NOW THEREFORE, the Amherst Town Board authorizes the transfer of $16,911.20 from T 2023 (Rec Fees) to be used to cover the difference and allow the order to be placed, with the understanding that the funds will be returned to T 2023 if they are not utilized for this project.

c: Timothy Koller, Deputy Town Clerk
Daryl Bramer, Town Comptroller

5/8/2023
A motion to approve was made by Deputy Supervisor Bucki, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

$16,911.20 from T 2023

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/08/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 27529 **RESOLUTION 2023-465** **ADOPTED**

Blackbird Asset Services LLC and Town of Amherst (CRS #4041)

SUSPENSION ITEM : TOWN BOARD AGENDA - MAY 8TH, 2023

TO: **Town Board**

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

DATE: **May 5, 2023**

RE: **Lease Agreement Between:**
Blackbird Asset Services LLC and Town of Amherst (CRS #4041)

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

WHEREAS, the Lessor, Town of Amherst, acquired title to the Property formally known as Westwood Country Club ("hereinafter referred to as the "Property") on or about April 12, 2023; and

WHEREAS, the Lessor cannot and did not agree to allow the Lessee, Blackbird Asset Services, LLC, the right to remain on the Property and considers Lessee to be at best - a holdover Tenant under the law; and

WHEREAS, the Lessee has certain personal property located in a building;

THEREFORE BE IT RESOLVED, the parties desire to enter into a short-term Lease Agreement that sets forth all the terms and conditions of their relationship and the Town Board authorizes the Supervisor to execute the attached Agreement pending successful completion of the Contract Routing System (CRS).

MAP:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* **Suspension Item - May 8, 2023**

5/8/2023
A motion to approve was made by Deputy Supervisor Bucki, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

n/a

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

Attachment: Lease to Blackbird Asset Services LLC.5.5.2023 (RES-2023-465 : Blackbird Asset Services LLC and Town of Amherst (CRS #4041))

LEASE AGREEMENT

THIS AGREEMENT, made this ___ day of May, 2023, between the Town of Amherst, with offices located at 5583 Main Street, Williamsville, New York, 14221 Party of the First Part (hereinafter referred to as "Lessors") and Blackbird Asset Services, LLC with offices located at 147 Ranch Trail West Williamsville, NY 14221, Party of the Second Part (hereinafter referred to as "Lessee").

RECITALS:

WHEREAS, the Lessor acquired title to the Property formally know as Westwood Country Club “hereinafter referred to as the “Property”) on or about April 12, 2023; and

WHEREAS, the parties further acknowledge that there was no written agreement memorializing any Agreement between Mensch Capital Partners and Lessee, however, the Lessee had been utilizing the property in a relationship described by the Lessee as a month-to-month Tenancy; and

WHEREAS, the Lessor cannot and did not agree to allow the Lessee the right to remain on the Property and considers Lessee to be at best- a hold-over Tenant under the law; and

WHEREAS, the Lessee has certain personal property located on the Property and located within a building formally known as the golf cart barn (hereinafter the “Demised Premises”).

WHEREAS, the Lessee has indicated that all contents within the Premises are the property of the Lessee and that the Lessee intends to remove same on or before June 30, 2023- leaving the Demised Premises in the condition existing as of May 3, 2023 excepting the removal said items; and

WHEREAS, the parties desire to enter into a short-term Leasehold Agreement that sets forth all the terms and conditions of their relationship.

NOW THEREFORE, the parties agree, in consideration of one dollar and other good and valuable consideration together with the recitals stated herein above and such other and further consideration, as follows:

WITNESSETH:

That the Lessor hereby lets to the Lessee, and the Lessee hereby hires from Lessor the Demised Premises on a month-to-month basis commencing on May 1, 2023 and ending on June 30, 2023. It is understood and agree that the Lessee shall continue in its current status on the premises- without rent and/or without disturbance from the date of execution of this Agreement until midnight on April 30, 2023 when this Agreement shall take full force and effect.

Attachment: Lease to Blackbird Asset Services LLC.5.5.2023 (RES-2023-465 : Blackbird Asset Services LLC and Town of Amherst (CRS #4041))

LESSEE COVENANTS TO PAY RENT:

Lessee shall pay all rents in advance, at the office of the Lessor or at such address as may be designated by Lessor in writing. Any rents remaining unpaid ten (10) days after due date or any other charges remaining unpaid ten (10) days after receipt of invoice shall be subject to a six (6%) percent late charge. Unless advised otherwise, all rent shall be paid to the Lessors' address above stated.

PREPAYMENT OF RENT:

Lessor and Lessee agree that the Lessee shall prepay its rent for the month of May and June in the amount of $500.00 (representing $250 for each month) at the time of the execution of the Agreement and shall pay the sum of $750.00 as and for security for the payment of any unpaid rents or additional rent items.

EVERY COVENANT OF THIS LEASE SHALL BE DEEMED A CONDITION THEREOF, WHICH SHALL INCLUDE:

COVENANT TO PAY RENT:

1. The Lessee shall pay the above specified rent at the times and place herein-before mentioned.

USES OF PREMISES:

2. Lessee covenants and agrees to use the demised premises for storage of items of personality and no other purpose.

SIGNS, BUILDING ALTERATIONS AND CHANGES:

3. The Lessee shall not use the premises for any other purpose than as above stated, nor erect or display any signs on the premises nor make any alterations, additions or improvements to or upon the Demised Premises.

SUB-LETTING ASSIGNMENT/FRANCHISORS RIGHT:

4. Lessee shall not assign this Lease or any interest therein, and shall not sublet the premises, or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the agents and servants of Lessee excepted) to occupy or use the premises or any portion thereof.

SUBORDINATION OF MORTGAGES/ESTOPPEL:

5. ***Intentionally Omitted***

Attachment: Lease to Blackbird Asset Services LLC.5.5.2023 (RES-2023-465 : Blackbird Asset Services LLC and Town of Amherst (CRS #4041))

EXAMINATION OF PREMISES:

6. The Lessor shall, at all reasonable times, upon advanced notice, have access to the aforesaid premises for the purposes of examining the same, making repairs required to be made by Lessor, or for the purpose of showing the premises to any persons or entities as the Lessor shall desire. Lessor shall have the right to post a sign on the front of the demised premises offering the same "To Let" or "For Sale", which said sign the Lessee shall permit to remain without molestation.

LAW AND RULE COMPLIANCE:

7. (a) Lessee shall observe and comply with the laws, ordinances, rules and regulations of the Federal, State, County, Municipal authorities and regulations of the New York Board of Fire Underwriters applicable to the demised premises and to the business to be conducted by Lessee in the demised premises. Lessor hereby represents that the premises are, or will be, in compliance with all applicable building and fire codes.

(b) Lessee agrees to comply with all applicable air and water pollution control and prevention laws, regulations and state and federal air pollution and water pollution control agencies' recommendations in the maintenance of all facilities located on the leased premises.

(c) If, during the term of this Lease, any law, regulation, or rule requires that an alteration, addition, or other change be made to the demised premises, the parties agree as follows:

(i) If the alterations, additions, or changes are required as a result of Lessee's use of the premises, Lessee will make them and bear all expense connected with such alterations, additions, or changes.

(ii) If the alterations, additions, or changes are required as a result of the condition or nature of the premises at the time of execution of this Lease, not caused by use of the premises by Lessee, and relate to a portion of the premises which Lessor have agreed to maintain and repair, Lessor shall have the right but not the obligation to make them and bear all expense connected with such alterations, additions or changes.

(d) Intentionally Omitted.

INSURANCE MAINTENANCE AND INDEMNIFICATION BY LESSEE:

FIRE INSURANCE:

8. (a) Lessee shall maintain a fire insurance policy on the contents within the demised premises equal to the replacement cost value and shall name the Lessors as an additional insured on a primary and non-contributory basis upon same and shall provide Lessor with a Certificate of Insurance evidencing same within five (5) business days of the execution of this Lease.

Attachment: Lease to Blackbird Asset Services LLC.5.5.2023 (RES-2023-465 : Blackbird Asset Services LLC and Town of Amherst (CRS #4041))

LIABILITY:

8. (b) The Lessee further covenants and agrees with the Lessor that during the term of this Lease and for such other times as the Lessee shall hold or have access to the demised premises, that (a) the Lessor shall not be liable to the Lessee or to any other person for any claim, injury, loss or damage to any person or property on or about the demised premises; and (b) the Lessee will save the Lessors harmless and indemnified from and against such claim, injury, loss or damage, unless such loss or liability results from the negligence of Lessors. Lessee agrees to provide and maintain a policy of commercial general liability insurance insuring Lessee and Lessor against liability for bodily injury, property damage (including loss of use of property) and personal injury, arising out of the operation, use or occupancy of the Property. Lessee shall name the Town as an additional insured under such policy. The amount of such insurance shall be not less than Two Million Dollars ($2,000,000.00) per occurrence. Lessee shall furnish adequate proof of the existence of the above insurance policies to the Town immediately 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 further name the Town as a certificate holder. Lessee shall further assure that the policies shall not be cancelled, reduced in the amount of coverage, surrendered or allowed to expire without the Town being provided with thirty (30) days prior written notice. and Lessee shall further provide Lessor with copies of said policies at the time of the execution of this Lease.

INSURANCE COMPLIANCE:

9. Lessee agrees not to do or permit anything to be done in said premises, or keep anything therein, which will obstruct or interfere with the rights of other lessees, or conflict with the regulations of any pertinent authority or public or quasi-public department or with any insurance policy upon said premises or any part thereof of which Lessee has been furnished a copy.

INDEMNIFICATION:

10. To the fullest extent permitted by law, Lessee shall hold the Lessor harmless from, and indemnify the Lessor against any and all claims, demands, causes of actions, suits, damages, counsel fees, and all other reasonable cost and expenses associated with the defense of the Lessor, including cost of investigation rising out of or incurred in defense of any claim, proceeding, or action brought for personal injury, advertising injury, wrongful death or property damage arising out of Lessee's use or maintenance of the Property, including the Demised Premise. Lessee shall further save and hold harmless the Lessor from and indemnify the Lessor against any and all orders, judgments and decrees which may be entered into in any suit or action related to such injuries arising out of Lessee's use of the Property and/or the Demised Premises.

Attachment: Lease to Blackbird Asset Services LLC.5.5.2023 (RES-2023-465 : Blackbird Asset Services LLC and Town of Amherst (CRS #4041))

UTILITIES:

11. Lessor shall be responsible for gas, electric utilities attributable to the demised premises.

SERVICES:

12. Lessee shall be responsible for its own internet and telephone service and lines and shall pay all bills promptly when same become due and payable. Lessee shall also be solely responsible for its garbage pick-up.

CONDITION OF PREMISES:

13. Lessee having been in possession of the Demised Premises and as such has previously examined same and accepts them in their present "as is" condition, except as otherwise expressly provided herein, and without any representations on the part of Lessors or its agents as to the present or future condition as the reasonable use thereof will permit. Lessor having acquired the Property on or about April 12, 2023 agrees to accept the Demised Premises in an "as is" condition at the conclusion of the Lease, except as otherwise expressly provided herein, and without any representations on the part of Lessee or its agents as to the present or future condition.

CARE OF PREMISES:

14. All repairs and maintenance of the Property and Demised Premises are the responsibility of the Lessor. However, Lessee agrees as follows: (a) to keep the demised premises and each part thereof in a good, healthful and clean condition; (b) take reasonable steps to prevent said premises from being destroyed or damaged by fire, the elements or otherwise; (c) not to operate any heavy machinery- excluding the use of forklifts, golf carts and like upon the demised premises without the consent of the Lessors; (d) not to overload the floors; (e) not to paint on the exterior of the demised premises; (f) not to carry on nor allow its employees, family or patrons to carry on any illegal activities within or near the demised premises; and (i) to quit or surrender the demised premises at the end of the term of this Lease, in a the condition existing as of May 3, 2023 ordinary wear and tear excepted.

15. Intentionally Omitted

LIGHTING FIXTURES & LESSORS PROVIDING A GAS HEATING UNIT:

16. In the event that the Lessee was or is granted permission to install lighting fixtures, Lessee agrees that same shall become the property of the Lessor and shall be left on the premises by the Lessee at the expiration or earlier termination of this Lease. Lessee shall replace and pay for all electric bulbs, lamps, fluorescent tubes, ballasts and starters as they become inoperative.

Attachment: Lease to Blackbird Asset Services LLC.5.5.2023 (RES-2023-465 : Blackbird Asset Services LLC and Town of Amherst (CRS #4041))

TERMINATION, DEFAULT AND THE RIGHTS OF THE PARTIES:

17. (a) If, before the commencement of the term, the Lessee be adjudicated a bankrupt or make a "general assignment" or take the benefit of any insolvent act, or if a Receiver of Trustee be appointed for the Lessee's property, or if this Lease or the estate of the Lessee hereunder be transferred or pass to or devolve upon any other person or corporation, this Lease shall thereby, at the option of the Lessor, be terminated and in that case, neither the Lessee nor anybody claiming under the Lessee shall be entitled to go into possession of the demised premises. If, after the commencement of the term, any of the events mentioned above in this subdivision shall occur, or if Lessee shall make default in fulfilling any of the covenants of this Lease, other than the covenants for the payment of rent or "additional rent" or if the demised premises become vacant or deserted, the Lessor shall give to the Lessee ten (10) days notice of intention to end the term of this Lease, and thereupon at the expiration of said ten (10) days (if said condition which was the basis of said notice shall continue to exist), the term under this Lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term and the Lessee will then quit and surrender the demised premises to the Lessor, but the Lessee shall remain liable as hereinafter provided.

(b) If the Lessee shall make default in the payment of the rent reserved hereunder, or any item of "additional rent" herein mentioned, or any part of either or in making any other payment herein provided for, or if the notice pursuant to paragraph 17 "a" shall have been given and if the condition which was the basis of said notice shall exist at the expiration of ten (10) days, the Lessor may immediately, or at any time thereafter, re-enter the demised premises and remove all persons and all or any property therefrom, either by summary dispossess proceedings, or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and re-possess and enjoy said premises together with all additions, alterations and improvements provided the Lessor first gives Lessee three (3) days written notice of his intention to consider Lessee in default. Lessee shall then have an additional three (3) days to correct the defaults for which notice was received as provided in this paragraph 17 "b".

(c) In any such case, or in the event that this Lease be "terminated" before the commencement of the term, as above provided, the Lessor may either re-let the demised premises or any part of parts thereof for the Lessors' own account, or may, at the Lessors' option, re-let the demised premises or any part or parts thereof as the agent of the Lessee and receive the rents therefor, applying the same first to the payment of such expenses as the Lessor may have incurred, and then to the fulfillment of the covenants of the Lessee herein, and the balance, if any, at the expiration of the term first above provided for, shall be paid to the Lessee. Lessor may rent the premises for a term extending beyond the term granted without releasing Lessee from any liability. In the event that the term of this Lease shall expire as stated above in paragraph 17 "a" or terminate by summary proceedings or otherwise, or if the Lessor shall not re-let the demised premises for Lessors' own account or if Lessor shall fail or refuse to collect rent directly from Lessee's permitted sub-tenants, then, whether or not the premises be re-let and whether or not Lessor collects rent from the Lessee's permitted sub-tenants, the Lessee shall remain liable for, and the Lessee hereby agrees to pay to the Lessor, the equivalent of the amount of all of the rent and other charges provided for herein and "additional rent" reserved herein, less the avails of re-letting, if any,

and/or less the avails of any rent or additional rent collected from Lessee's permitted sub-tenants.

(d) The parties agree that in the event of a default as above provided in paragraph 17 "a-c", that Lessor shall also have the right to declare the entire balance of rent and additional rent remaining in the term of the Lease (including, but not limited to any unpaid taxes and other charges for which Lessee has agreed to become bound to herein) immediately due and payable in full at once.

(e) The Lessee hereby expressly waives any and all right of redemption in case the Lessee shall be dispossessed by judgment or warrant or any court or judge, in any summary proceedings hereafter instituted by the Lessor against the Lessee in respect to the demised premises. The words "re-enter" and "re-entry" as used in this Lease are not restricted to their technical legal meaning.

(f) In the event of a breach or threatened breach of the Lessee of any of the covenants or provisions hereof, the Lessor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for, and all such rights and remedies (including those stated above in this paragraph and elsewhere in this Lease) shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of such rights and remedies may be exercised at the same time.

LEASE RENEWAL:

18. In the event that Lessee shall remain in the demised premises after the expiration of the term of this Lease or any renewal thereof without having executed a new written Lease with Lessor, such holding over shall not constitute a renewal or extension of this Lease. Lessor may, at its option, elect to treat Lessee as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against Lessee provided by law in that situation, or Lessor may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease except as to duration and rental which shall be two (2) times normal monthly rental then in affect.

MECHANIC'S LIEN:

19. In the event that any Mechanic's Lien is filed against the premises (which lien is not stayed or bonded by Lessee within thirty (30) days) as a result of alterations, additions or improvements made by the Lessee or Lessee's tenants, Lessor, at its option, after thirty (30) days notice to Lessee, may terminate this Lease and/or may pay the said Lien without inquiring into the validity thereof, and Lessee shall forthwith reimburse Lessor the total expense incurred by Lessor in discharging or bonding the said Lien, as additional rent hereunder, including, but not limited to, costs, disbursements and reasonable attorney's fees.

Attachment: Lease to Blackbird Asset Services LLC.5.5.2023 (RES-2023-465 : Blackbird Asset Services LLC and Town of Amherst (CRS #4041))

EMINENT DOMAIN:

20. If the property or any part thereof affecting the tenancy wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this Lease, at the option of the Lessor, shall forthwith terminate. Lessee, in no event, shall have any claim or interest in or to any award of damages for such taking.

ACCELERATION:

21. *Intentionally Omitted*.

DESTRUCTION OF PROPERTY:

22. *Intentionally Omitted.*

BUILDING RULES:

23. Intentionally Omitted.

ILLEGAL ENTRY:

24. Lessee shall have no responsibility for damage to the demised premises as a result of illegal entry therein or trespass thereupon.

FINANCIAL DATA:

25. *Intentionally Omitted*.

COVENANT AGAINST WITHHOLDING OF RENTAL:

26. Notwithstanding any other provisions contained in this Lease or any extensions, modifications or renewals thereof, it is understood and agreed that in the event of default in performance of any agreement, condition, other provisions to be performed by the Lessor, or if for any other reason Lessee might be entitled to any reimbursement from Lessor, in no event shall Lessee deduct or withhold any such amount from rental payments due Lessor pursuant to the rental provision of this Lease.

MONTHLY RENTAL STATEMENTS:

27. The Lessor shall not be required to send to Lessee monthly statements for rentals due or to become due under the terms and conditions of this Lease, except Lessor agrees to invoice Lessee for any utility bills or insurance premiums which may become due and payable. However, it is expressly agreed that monthly past due reminders containing appropriate default wording, shall constitute notice of default.

Attachment: Lease to Blackbird Asset Services LLC.5.5.2023 (RES-2023-465 : Blackbird Asset Services LLC and Town of Amherst (CRS #4041))

Attachment: Lease to Blackbird Asset Services LLC.5.5.2023 (RES-2023-465 : Blackbird Asset Services LLC and Town of Amherst (CRS #4041))

INVALIDITY OF PARTICULAR PROVISION:

28. If any term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

RETURNED CHECKS AND LATE PAYMENTS:

29. For a check sent in full or partial payment of any amounts owed pursuant to this Lease, or any rider thereto or modifications thereof, which is not honored because of insufficient funds, uncollected funds, or any other reason, there will be assessed a charge of $45.00 and all subsequent payments shall, at Lessors' directions, be made by cash, bank draft, certified check or money order.

OUTSIDE PREMISES:

30. Lessee agrees that there shall be no outdoor storage or sales upon the outside of the premises.

COLLECTION COSTS:

31. All reasonable costs charged to or incurred by Lessor in the collection of any amounts owed pursuant to this Lease shall be paid by Lessee; and, at the option of Lessor, shall be deemed to be additional rent hereunder and shall be due from Lessee to Lessor on the first day of the following month.

SECURITY/RENTAL DEPOSIT:

32. Lessee has deposited with Lessor, simultaneously with the execution of this Lease, the aggregate sum of Seven Hundred Fifty Dollars ($750.00) (hereinafter called "Security Deposit. The Security Deposit may be applied by Lessor for the purpose of curing any default or defaults of Lessee under this Lease (including rental default). The. Security Deposit shall be held in escrow by Bengart & DeMarco, LLP. The parties agree that unless a monetary default shall occur, such as damage occurring to the Demised Premise which damage is caused by Lessee after May 3, 2023 or Lessees failure to timely vacate the Premises by Lessee, the Deposit shall be returned to the Lessee within 15 days of the earlier of either (a) expiration of, or Termination of the Lease as defined herein, or (b) vacancy of the Lessee prior to the expiration or Termination of the Lease.

CAPTIONS AND DEFINITIONS:

33. Marginal captions of this Lease are solely for convenience of reference and shall not, in any way, limit or amplify the terms and provisions thereof. The necessary grammatical changes which shall be required to make the provisions of this Lease apply (a)

in the plural sense if there shall be more than one Lessor, and (b) to any Lessor which shall be either a corporation, an association, a partnership, or individual, male or female, shall in all instances be assumed as though in each case fully expressed.

WAIVER OF COVENANT OR CONDITION:

34. The failure of either party to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment for the future of any covenants, conditions or options, but the same be and remain in full force and effect.

SEVERABILITY:

35. Any notice or demand which, under the terms of this Lease or under any statute, must or may be given or made by the parties hereto, shall be in writing and shall be given or made by mailing the same by certified or registered mail addressed to the respective parties at the addresses set forth in this Lease.

ATTORNEYS FEES:

36. Each party shall be responsible for their respective legal fees incurred in the drafting, execution, or enforcement of the Lease.

GOVERNING LAW AND BINDING AFFECT:

37. This Lease shall be governed by and construed in accordance with the laws of the State of New York and shall be binding on the parties, their heirs, successors and assigns.

EXAMINATION OF LEASE:

38. The submittal of this Lease for examination by the Lessee shall not constitute an offer to lease; and this Lease shall become effective only upon execution thereof by Lessor and Lessee.

QUIET ENJOYMENT:

39. Lessor agrees that if Lessee pays the rent and is not in default under this Lease, Lessee may peaceably and quietly have, hold and enjoy the premises for the term of this Lease.

Attachment: Lease to Blackbird Asset Services LLC.5.5.2023 (RES-2023-465 : Blackbird Asset Services LLC and Town of Amherst (CRS #4041))

NEITHER PARTY HAD MADE ANY REPRESENTATIONS OR PROMISES EXCEPT AS HEREIN CONTAINED OR ATTACHED AS A SIGNED ADDENDUM OR SCHEDULE AND NO MODIFICATION OF ANY PROVISION HEREOF SHALL BE VALID UNLESS IN WRITING AND SIGNED BY THE PARTIES HERETO.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals, the corporate parties by their proper officers thereunder duly authorized, as of the day and year first above written.

LESSOR: Town of Amherst

BY:_____
Brian J. Kulpa, its Supervisor

LESSEE: Blackbird Asset Services, LLC

BY:_____
David Fiegel, its Sole Member/Manager

Attachment: Lease to Blackbird Asset Services LLC.5.5.2023 (RES-2023-465 : Blackbird Asset Services LLC and Town of Amherst (CRS #4041))