Amherst Town Board

Organizational Meeting of the Town Board

Minutes

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

Francina J. Spoth
Town Clerk

Monday, January 3, 2022 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Christopher Duquin

II. INVOCATION

Supervisor Kulpa

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on January 3, 2022 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Remote	
Jacqualine Berger	Town of Amherst	Deputy Supervisor	Remote	
Deborah Bruch Bucki	Town of Amherst	Councilmember	Remote	
Shawn Lavin	Town of Amherst	Councilmember	Remote	
Michael Szukala	Town of Amherst	Councilmember	Remote	
Francina J. Spoth	Town of Amherst	Town Clerk	Remote	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Remote	
Stanley J. Sliwa	Town of Amherst	Town Attorney	Remote	
Lynda Juul	Town of Amherst	Director of Finance	Remote	
Patrick G. Lucey	Town of Amherst	Highway Superintendent	Remote	
Daryl Bramer	Town of Amherst	Comptroller	Remote	
Dan Howard	Town of Amherst	Planning Director	Remote	
Robert McCarthy	Town of Amherst	Director of Human Resources	Remote	
Emily Murphy	Town of Amherst	Assessor	Remote	

Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Remote	
Emily Melski	Town of Amherst	Coordinator of Federal & State Aid Programs	Remote	
Mary Diana Pouli	Town of Amherst	Exec. Dir. of Youth & Recreation Departments	Remote	

V. MINUTES APPROVAL

1. Monday, December 20, 2021

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

The Town Board meeting may be accessed via Zoom at the following link:

https://us02web.zoom.us/j/87696496501?pwd=MnV6bWR0cDVrR0xIcGhYd0lCMlRudz09

Meeting ID: 876 9649 6501
Passcode: 882835

Or via phone by dialing 1-929-205-6099 and utilizing the same Meeting ID and Passcode. Audio/Call-In Instructions: Note to callers your phone number will display to the public, to conceal your number enter *67 before you enter the phone number below. To comment during the public hearing call-in participants must dial *9 to "raise your hand" to be recognized for speaking.

During the Zoom meeting, you may click on the Participants tab then choose the Raise Hand feature to speak. You may also navigate to the bottom options bar in your video screen and click Reactions. Underneath Reactions, there should be a separate button to Raise Your Hand.

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

VIII. REORGANIZATION

1. Resolution 2022-1

Re-Appointment of Deputy Supervisor 2022

BE IT RESOLVED that Jacqualine G. Berger be re-appointed as Deputy Supervisor.

RESULT:	**NO VOTE REQUIRED**

2. Resolution 2022-2

Appointments of Town Attorney, Sr. Deputy Town Attorney, and Town Prosecutor 2022

BE IT RESOLVED that Stanley J. Sliwa be re-appointed as Town Attorney through December 31, 2023; and

BE IT FURTHER RESOLVED that Samuel A. Alba be re-appointed as Sr. Deputy Town Attorney; and

BE IT FURTHER RESOLVED that Ann Demopoulos be re-appointed as Deputy Town Attorney: and

BE IT FURTHER RESOLVED that Brittanylee Penberthy be appointed as Deputy Town Attorney and Town Prosecutor.

1/3/2022
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion was then made by Supervisor Kulpa to amend, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

3. Resolution 2022-3

Re-Appointment of Parliamentarian 2022

BE IT RESOLVED that Stanley Sliwa be re-appointed to the position of Parliamentarian.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

4. Resolution 2022-4

Liaisons to Boards & Committees and Departments 2022

BE IT RESOLVED that Town Board Liaisons to Boards & Committees and Departments be set for 2022 as shown on the attached.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

5. Resolution 2022-5

Re-Appointment of Town Comptroller

BE IT RESOLVED that Daryl Bramer be re-appointed as Town Comptroller through December 31, 2023.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

6. Resolution 2022-6

Reappointment of Town Engineer

BE IT RESOLVED that Jeffrey Burroughs be reappointed as Town Engineer through December 31, 2023.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

7. Resolution 2022-7

Appointment of Energy Manager 2022

BE IT RESOLVED that Mark Berke be appointed as the Town's Energy Manager for 2022.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

8. Resolution 2022-8

Re-Appointment of Affirmative Action Officer 2022

BE IT RESOLVED that Robert McCarthy be re-appointed as Affirmative Action Officer for 2022.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

9. Resolution 2022-9

Re-Appointment of Fair Housing Officer 2022

BE IT RESOLVED that Laurie Stillwell be re-appointed as Fair Housing Officer and be directed to report annually for 2022.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

10. Resolution 2022-10

Appointment of Town Historian 2022

BE IT RESOLVED that Village of Williamsville Historical Society and Buffalo Niagara Heritage Village be appointed as Town Historian for 2022.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

11. Resolution 2022-11

Representation of Town of Amherst at the Association of Erie County Governments 2022

BE IT RESOLVED that Brian Kulpa be re-appointed to represent the Town of Amherst at the Association of Erie County Governments; and

BE IT FURTHER RESOLVED the Dennis M. Powers be re-appointed to serve as alternate to represent the Town of Amherst at the Association of Erie County Governments.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

12. Resolution 2022-12

Representation of Town of Amherst at Annual Meeting of the Association of Towns 2022

BE IT RESOLVED that Brian Kulpa be reappointed as Delegate to represent the Town of Amherst at the Annual Meeting of the Association of Towns; and

BE IT FURTHER RESOLVED that Dennis Powers be appointed to serve as alternate to represent the Town of Amherst at the Annual Meeting of the Association of Towns; and

BE IT FURTHER RESOLVED that Supervisor Brian Kulpa, Councilwoman Jacqualine Berger, Dennis Powers, Lynda Juul, Joe McMahon, Angela Rossi, Emily Melski, and Laurie Stillwell be authorized to attend the Annual Meeting.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

13. Resolution 2022-13

Designation of Official Town Newspaper 2022

BE IT RESOLVED that *The Amherst Bee* be designated as the official town newspaper.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

14. Resolution 2022-14

Designation of Official Town Depositories 2022

BE IT RESOLVED that all commercial banks having offices and doing business in Erie County be designated as official Town depositories.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

15. Resolution 2022-15

Check Signing 2022

BE IT RESOLVED that the Comptroller will counter sign all checks with the Supervisor, and that the Deputy Supervisor will sign for the Supervisor when he is unavailable, and

BE IT FURTHER RESOLVED that the Supervisor and/or the Comptroller be authorized to use facsimile signatures for signing checks.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

16. Resolution 2022-16

Payment of Department Expense Accounts 2022

BE IT RESOLVED that the Comptroller be authorized to pay various expense accounts as set up in the annual budget when presented on approved vouchers and purchase cards.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

17. Resolution 2022-17

Approve Town Officials' Blanket Bond 2022

BE IT RESOLVED that the blanket bond to provide surety protection for the Supervisor, Deputy Supervisor, Director of Finance, Comptroller, Town Clerk, Judges, and Highway Superintendent be approved.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

18. Resolution 2022-18

2022 Office Hours and Standard Workday Hours

BE IT RESOLVED that the office hours and the standard workday hours be set as follows for 2022:

8:00 a.m. to 4:00 p.m., Monday to Friday, for Assessor's Office
8:30 a.m. to 4:30 p.m., Monday to Friday, for Attorney's Office
8:00 a.m. to 4:00 p.m., Monday to Friday, for Building Department
9:00 a.m. to 5:00 p.m., Monday to Friday, for Community Development
8:00 a.m. to 4:00 p.m., Monday to Friday, for Contract Compliance / Finance
8:00 a.m. to 4:00 p.m., Monday to Friday, for Economic Development
8:00 a.m. to 5:00 p.m., Monday to Friday, for Emergency Services (24-hour call)
8:00 a.m. to 4:00 p.m., Monday to Friday, for Engineering Main Office (North Forest Rd.)
7:00 a.m. to 3:30 p.m., Monday to Friday, for Engineering Sewer Maintenance Division
7:00 a.m. to 3:30 p.m., Monday to Friday, for Highway/Refuse/Parks
9:00 a.m. to 5:00 p.m., Monday to Friday, for Human Resources & Comptroller
8:00 a.m. to 5:00 p.m., Monday to Friday, for Information Technology
9:00 a.m. to 5:00 p.m., Monday to Friday, for Planning
8:30 a.m. to 4:30 p.m., Monday to Friday, for Police Department Records Requests
8:30 a.m. to 4:30 p.m., Monday to Friday, for Senior Center
9:00 a.m. to 5:00 p.m., Monday to Friday, for Town Board Offices
8:00 a.m. to 4:00 p.m., Monday to Friday, for Town Clerk
7:30 a.m. to 3:30 p.m., Monday to Friday, for Wastewater Treatment Facility
8:30 a.m. to 5:30 p.m., Monday to Friday, for Youth & Recreation, also
10:00 a.m. to 2:00 p.m., Saturday, for Youth & Recreation

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

19. Resolution 2022-19

Set 2022 Holiday Schedule

BE IT RESOLVED that the 2022 holiday schedule be approved as shown on the attached list.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

20. Resolution 2022-20

Set Salaries for Town Employees and Civil Service Employees 2022

BE IT RESOLVED that 2022 salaries for Town employees and Civil Service employees be set pursuant to the approved 2022 budget and negotiated contracts.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

21. Resolution 2022-21

Set Salaries for Exempt Employees 2022

BE IT RESOLVED that 2022 salaries for Exempt Employees be set as shown on the attached.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

22. Resolution 2022-22

Set Salaries for Department Heads and Assistant Department Heads 2022

BE IT RESOLVED that 2022 salaries for Department Heads and Assistant Department Heads be set as shown on the attached.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

23. Resolution 2022-23

2022 Town Board Meeting Dates

BE IT RESOLVED that the attached schedule of Town Board and Work Session meeting dates be adopted for 2022.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

24. Resolution 2022-24

2022 Planning Board Meeting Dates

BE IT RESOLVED that the attached schedule of 2022 Planning Board meeting dates be adopted.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

25. Resolution 2022-25

2022 Zoning Board of Appeals Meeting Dates

BE IT RESOLVED that the attached schedule of 2022 Zoning Board of Appeals meeting dates be adopted.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

26. Resolution 2022-26

2022 Amherst Traffic Safety Board Meeting Dates

BE IT RESOLVED that the attached schedule of 2022 Amherst Traffic Safety Board meeting dates be adopted.

1/3/2022

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

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

27. Resolution 2022-27

2022 Amherst Historic Preservation Commission Meeting Dates

BE IT RESOLVED that the attached schedule of 2022 Amherst Historic Preservation Commission meeting dates be adopted.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

28. Resolution 2022-28

2022 Design Advisory Board Meeting Dates

BE IT RESOLVED that the attached schedule of 2022 Design Advisory Board meeting dates be adopted.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

29. Resolution 2022-29

2023 Budget Calendar

BE IT RESOLVED that the 2023 Budget Calendar be approved as shown on the attached document.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

30. Resolution 2022-30

Re-Appointment of A.D.A. (Americans with Disabilities Act) Coordinators 2022

BE IT RESOLVED that Robert McCarthy is re-appointed as A.D.A. Coordinator, and Mark Berke is re-appointed as A.D.A. Coordinator for 2022.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

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

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

1. 9/11 Commemoration Committee

Membership is unlimited.

2. Amherst Committee on Disabilities (3)

3. Amherst Community Diversity Commission (4)

Deputy Supervisor Berger appoints Dr. Mohan Devgun to the Amherst Community Diversity Commission for his 2nd term to end December 31, 2023.

4. Amherst Conservation Advisory Council (4)

5. Amherst Industrial Development Agency

Membership is full.

6. Amherst Veterans Committee (4)

Deputy Supervisor Berger re-appoints Mary Wood and Dan Howard to the Amherst Veterans Committee for terms to end December 31, 2023.

Councilmember Lavin re-appoints Joe Orzechowski and Rick Herrmann to the Amherst Veterans Committee for terms to end December 31, 2023.

7. Arts & Culture in Public Places Board

8. Board of Assessment Review

Membership is full.

9. Board of Electrician Examiners

Membership is full.

10. Board of Ethics

Membership is full.

11. Board of Plumbing and Drainage Examiners

Membership is full.

12. Citizens Financial Advisory Committee (2)

13. Employee Suggestion Program Merit Award Board

Membership is full.

14. Employee Suggestion Review Committee

Membership is full.

15. Energy Conservation Citizens Advisory Committee (3)

16. Freedom of Information Law (FOIL) Board

17. Glen Park Joint Board

Village Vacancy

18. Government Study Committee (2)

19. Historic Preservation Commission (1)

Membership is full.

20. Information Technology Advisory Committee (2)

21. Library Board of Trustees (1)

22. Minority / Woman Owned Business (4)

23. Open Government Advisory Board (4)

24. Planning Board

Membership is full.

25. Recreation Commission

26. Recycling and Waste Committee (3)

27. Senior Services Advisory Board (2)

28. Traffic Safety Board

Membership is full.

29. Youth Board (4)

Adult vacancies (4)

30. Zoning Board of Appeals

Membership is full.

X. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. Public Expression was opened at 7:19 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Bucki and unanimously approved 5-0. Public Expression was closed at 7:20 PM.

XI. CONSENT AGENDA

There is no Consent Agenda for this meeting.

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

1. Resolution 2022-31

Appointment to Amherst Industrial Development Agency

WHEREAS, The Amherst Town Board is appointing Nicole Gavigan to the Amherst Industrial Development Agency; now, therefore

BE IT RESOLVED that Nicole Gavigan be appointed to a term of seven years on the Amherst Industrial Development Agency ending 12/31/28.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

B. DEPUTY SUPERVISOR BERGER:

1. Resolution 2022-32

Zoning Board of Appeals Appointment

WHEREAS, pursuant to the provisions of Section 267 of the New York State Town Law, the Town of Amherst maintains a Zoning Board of Appeals (ZBA) consisting of five (5) members appointed by the Amherst Town Board (Town Board), each for a term of five (5) years, with terms concluding on a staggered basis; and

WHEREAS, the ZBA is authorized to grant relief from any provision of the Town of Amherst Zoning Ordinance or any decision of an administrative official charged with the enforcement of that ordinance; and

WHEREAS, the ZBA is empowered to grant special use permits in certain instances as spelled out in the Zoning Ordinance and Amherst Town Law specifies the grounds and criteria that the ZBA must use to grant a variance; and

WHEREAS, Carrie Kahn has served on the ZBA and has expressed interest in serving again.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Carrie Kahn to the Zoning Board of Appeals for a term to conclude December 31, 2026.

RESULT:	**WITHDRAWN**

2. Resolution 2022-33

Amherst Conservation Advisory Committee Reappointments

WHEREAS, the Amherst Conservation Advisory Council (ACAC) provides advice to the Amherst Town Board and Planning Board regarding land use concerns such as environmental, open space and conservation issues. It is responsible, with the assistance of the Town Planning Department, for creating and maintaining the Open space Index, including a map showing environmental quality and conservation issues related to rezoning and development proposals submitted for Town approval; and

WHEREAS, the ACAC meets monthly in public session, has a roster maximum of nine (9); and

WHEREAS, Alan Blackburn, Dave Copeland, and Jonathan LaVell terms are concluding December 31, 2021 and have expressed interest in continuing serving on the ACAC; and

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board re-appoints Alan Blackburn, Dave Copeland, and Jonathan LaVell to the Amherst Conservation Advisory Council for a term to conclude December 31, 2024.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

3. Resolution 2022-34

Amherst Recreation Commission Reappointments

WHEREAS, the Amherst Town Recreation Department, also known as the Amherst Recreation Commission or Rec Commission, maintains a strong liaison with the Amherst Town Board; and

WHEREAS, activity volunteers and the varied recreation and sport constituencies conduct programming and competitions on Town property through shared communication, trust, and strategies which serve and promote the advancement of recreational participation for all age levels in Amherst; and

WHEREAS, Kim Kriner has expressed interest in continuing serving on the Amherst Recreation Commission; and

WHEREAS, Anthony Day has expressed interest in serving on the Amherst Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board reappoints Kim Kriner to her second term to conclude December 31, 2028; and

BE IT FURTHER RESOLVED that the Amherst Town Board appoints Anthony Day to his first term to conclude December 31, 2028.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

4. Resolution 2022-35

Amherst Youth Board Reappointments

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

WHEREAS, members are appointed by the Amherst Town Board for three-year terms, meet monthly and participate in decisions affecting programming, policies, funding and public relations for youth programs and services; and

WHEREAS, Ariella Yonaty, Mary Rose Buscaglia, and Susan McClary have expressed interest in continuing service to the Amherst Youth Board.

NOW, THEREFORE, BE IT RESOLVED that Ariella Yonaty, Mary Rose Buscaglia, and Susan McClary be re-appointed to the Amherst Youth Board for a term to end on December 31, 2024.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

C. COUNCILMEMBER BUCKI:

1. Resolution 2022-36

Virtual Public Meetings

WHEREAS, on December 15, 2021, the Amherst Town Board approved Resolution #2021-1072, which authorized a waiver of certain provisions of the Open Meetings Law (Article 7 of the Public Officers Law); and

WHEREAS, Resolution 2021-1072 is set to expire on January 15, 2022; and

WHEREAS, Resolution 2021-1072 was adopted in response to the dangers posed by Covid-19; and

WHEREAS, Covid-19 continues to present public health problems for New York State generally and for the residents of the Town of Amherst in particular; and

WHEREAS, it is anticipated that the State of New York may soon grant a further temporary extension of the authorization for towns to waive the requirements of the Open Meetings Law; and

WHEREAS, the risks of Covid-19 provide good cause for the Town of Amherst to extend Resolution 2021-1072; and

WHEREAS, the Amherst Town Board wishes to act proactively if permission to continue remote meetings is indeed extended beyond January 15, 2022, by Governor Kathleen Hochul.

NOW THEREFORE, BE IT RESOLVED that the Open Meetings Law (Article 7 of the Public Officers Law) is hereby suspended for all public meetings of the Town of Amherst, including meetings of the Amherst Town Board, for such period of time and to the extent authorized by the State of New York; and

BE IT FURTHER RESOLVED, that the Amherst Town Board may take such actions as are otherwise permitted by law at meetings without public in-person access; and

BE IT FURTHER RESOLVED, that authorization is also given to hold such meetings remotely by conference call or by similar service such as Zoom, provided that the public has

the ability to view or listen to such proceedings and that such meetings are recorded and later transcribed if requested; and

BE IF FURTHER RESOLVED, that the authorization granted by this resolution shall expire upon the final expiration of any extension of the permission granted by the State of New York to waive the above-mentioned provisions of Article 7 of the Public Officers Law.

1/3/2022
A motion to approve was made by Councilmember Bucki, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

2. Resolution 2022-37

Employee Suggestion Program Merit Award Board

WHEREAS, Chapter 12 of the Code of the Town of Amherst with respect to the Employee Suggestion Program designated that the Merit Award Board membership consist of the Town Board and two private citizens with business backgrounds, who are to be appointed usually by a majority vote of the Town Board at the Town Reorganization Meeting.

NOW, THEREFORE, BE IT RESOLVED that Supervisor Brian Kulpa, Councilmember Jacqualine Berger, Councilmember Deborah Bruch Bucki, Councilmember Shawn Lavin and Councilmember Michael Szukala serve as the Amherst Town Board designees, all with Merit Award Board terms ending on December 31, 2022; and

BE IT FURTHER RESOLVED that the Amherst Town Board re-appoints Oliver Young, Esq., and Robert C. Freeman, Esq., to serve as the private citizen members, both for terms ending on December 31, 2022.

1/3/2022
A motion to approve was made by Councilmember Bucki, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

3. Resolution 2022-38

Employee Suggestion Review Committee Appointments

WHEREAS, Chapter 12 of the Town of Amherst Town Code, entitled "Employee Suggestion Program," states that the Suggestion Review Committee consists of the following individuals: the Director of Human Resources; the Comptroller; a Town Board Member; and three (3) private citizens with business backgrounds, to be appointed by the majority of the Town Board (these individuals shall not also serve on the Merit Award Board, with one (1) member employed as a representative of a labor organization (public or private); and the Town Attorney; and

WHEREAS, Jonathan Fuzak and John Sedgwick, whose terms have expired, served on the Employee Suggestion Review Committee; and

WHEREAS, Mr. Fuzak and Mr. Sedgwick have expressed interest in continuing to serve.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board reappoints Jonathan Fuzak and John Sedgwick for terms to conclude December 31, 2023.

1/3/2022
A motion to approve was made by Councilmember Bucki, seconded by Councilmember Szukala and unanimously approved 5-0.

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

4. Resolution 2022-39

9/11 Commemoration Committee Appointments/Re-Appointments

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

WHEREAS, the membership for this committee is unlimited; and

WHEREAS, there are residents that have served and would like to continue to serve on the 9/11 Commemoration Committee; and

WHEREAS, there are residents that are interested in joining the 9/11 Commemoration Committee.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board formally re-establishes the 9/11 Commemoration Committee and hereby appoints Leonard Castrianno,

Karen Eckert, Susan Grelick, John Kasmer and Sibu Nair to the 9/11 Commemoration Committee, all for a term to conclude December 31, 2023; and

BE IT FURTHER RESOLVED that the Amherst Town Board appoints Patrice Fischer to the 9/11 Commemoration Committee for a term to end December 31, 2023.

1/3/2022
A motion to approve was made by Councilmember Bucki, seconded by Councilmember Szukala and unanimously approved 5-0.

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

D. COUNCILMEMBER LAVIN:

1. Resolution 2022-40

Amherst Information Technology Advisory Committee Reappointment

WHEREAS, the purpose of the Information Technology Advisory Committee is to assist the Town Board in the development and implementation of information Technology policy; and

WHEREAS, the Information Technology Advisory Committee, also called the IT Committee, meets quarterly or when the Amherst Town Board requests; and

WHEREAS, the Information Technology Advisory Committee maximum membership is eight (8), with a current membership of six (6); and

WHEREAS, Mary Ann Meyer has expressed interest in continuing to serve on the Information Technology Advisory Committee; and

WHEREAS, John Davis has approached the IT Committee expressing interest in serving on the committee.

NOW, THEREFORE, BE IT RESOLVED that Mary Ann Meyer be re-appointed to the Information Technology Advisory Committee for a term to conclude on December 31, 2025; and

BE IT FURTHER RESOLVED that John Davis be appointed to the Information Technology Advisory Committee for a term to conclude on December 31, 2025.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0

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

E. COUNCILMEMBER SZUKALA:

1. Resolution 2022-41

Amherst Traffic Safety Board Reappointments

WHEREAS, the Amherst Traffic Safety Board, also known as ATSB, 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 currently has a full roster with three members' terms to conclude December 31, 2021; and

WHEREAS, Jennifer Michniewicz, Michelle Nagel, and Ken Smith have expressed interest in continuing on the ATSB for another term.

NOW, THERERFORE, BE IT RESOLVED that the Amherst Town Board re-appoints Jennifer Michniewicz, Michelle Nagel, and Ken Smith for a term to expire December 31, 2024.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2022-42

Automatic Granting of Senior and Disability Real Property Tax Exemptions

AGENDA ITEM : JANUARY 3RD, 2022

TO: **Town Board**

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

DATE: **December 29, 2021**

RE: **Automatic Granting of Senior and Disability Real Property Tax Exemptions Pursuant To Executive Order 11.1 2022 Assessment Roll**

WHEREAS, on November 26, 2021, Kathy Hochul, Governor of the State of New York issued Executive Order Number 11, declaring a state disaster emergency for the entire State of New York; and

WHEREAS, on December 26, 2021, the Governor issued Executive Order 11.1, a portion of which includes a local option pertaining to Senior Citizens' and Persons with Disabilities' partial property tax exemption, Subdivisions 7, 7-a and 8 of Section 459-c of the Real Property Tax Law (Partial Tax Exemption for Persons with Disabilities), and Subdivisions 5, 5-a, 5-b, 5-c and 6 of Section 467 of the Real Property Tax Law (Partial Tax Exemption for Low Income Senior Citizens), to the extent necessary to permit the governing body of an assessing unit to adopt a resolution directing the assessor to grant exemptions pursuant to such section on the 2022 assessment roll to all property owners who received either of those exemption on the 2021 assessment roll, unless there has been a change in status that would no longer qualify the homeowner, dispensing with the need for renewal applications from such persons, and further dispensing with the requirement for assessors to mail renewal applications to such persons; and

WHEREAS, the Town wishes to adopt such resolution while also allowing the assessor to require a renewal application to be filed when the assessor has reason to believe that an owner who qualified for the exemption on the 2020 assessment roll may have since changed primary residence, added another owner to the deed, transferred the property to a new owner, or died;

NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of Amherst directs the Town Assessor, pursuant to the New York State Governor's Executive Order 11.1 Continuing Temporary Suspension and Modification of Laws relating to the pandemic disaster emergency, specifically as it pertains to Senior and Disability Exemptions, Section 467 and 459-c of the Real Property Tax Law, to grant exemptions on the ~~2021~~ 2022 Assessment Roll to all property owners who received that exemption on the ~~2020~~ 2021 Assessment Roll, except in the case that there is a change of status that would no longer qualify the homeowner, thereby dispensing with the need for renewal applications from such persons, and further dispensing with the requirement for assessors to mail renewal applications to such persons.

SAA:SJS:nmb
c: Timothy Koller, Deputy Town Clerk (**Agenda Item : January 3, 2022**)
Emily Murphy, Town Assessor

1/3/2022
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Bucki. A motion was then made by Supervisor Kulpa to amend, seconded by Councilmember Bucki

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

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

B. TOWN CLERK:

1. Resolution 2022-43

Establishing a Records Management Advisory Board

WHEREAS, The Town Clerk acts as custodian for all Town records and provides for the storage, retrieval and disposal of records meeting their retention requirements for all departments of the Town; and

WHEREAS, all records must be maintained in accordance with the New York State Archives Records Retention and Disposition schedules; and

WHEREAS, the Town Board recently commissioned James M. Tammaro to provide an assessment of the Town's Records Management Program including the Town's Records center, and policies, procedures and methods for managing the Town's Records and Information; and

WHEREAS, the consultant has recommended the establishment of a records advisory board to assist the records management officer (RMO) to guide the program and help the RMO promote the program and elicit buy-in from all government officials and employees; and

WHEREAS, the Records Retention Advisory Board can provide guidance in the following areas:

- Identify and prioritize records management problems
- Research and implement solutions to records management problems
- Assist in the development of records management policies and procedures
- Review the records management program and propose improvements when needed
- Promote the program to the governing board and the public
- Lobby the board and chief administrative officer for financial support
- Help appraise records for historical value
- Review retention schedules, ensure schedules are up to date, and propose new items to the Archives as appropriate
- Review and approve records disposition authorizations (for state agencies)

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Amherst Approves the establishment of a Records Management Advisory Board; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Amherst hereby appoints, for a three (3) year term to begin January 31, 2022, the following individuals to

the Records Advisory Committee, Francina Spoth (RMO), Dr. Deborah Bruch Bucki (Council member), David Willer (Director of IT), Craig Johnson (Police Dept.), Susan Grelick (Former Supervisor and Respected member of the Public), Joanne Schultz (Town Clerk's Office), representative to be appointed (Engineering Dept.), member to be appointed (Town Historian).

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

2. Resolution 2022-44

Lasertron Game Room License Application

Game Room License for Lasertron, application approved by the Police and Building Departments.

Lasertron
5101 N Bailey Ave.
Amherst, NY 14226

Total number of games: 22

Games 1 - 5	$200.00
Games 6 - 22	$680.00 (each additional game is $40)
Total Fee	$880.00
Less Application fee	$100.00
Balance Due	$780.00

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2022-45

NFBOA Conference

Requesting Town Board approval to allow 18 Code Enforcement Officers to attend the 2022 NFBOA Educational Conference being held at the Millenium Hotel, 2040 Walden Avenue, Cheektowaga, NY 14225 on January 24, 25, & 26th, 2022. Educational in-service training is a state requirement.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

2. Resolution 2022-46

FLBOA Conference

Requesting Town Board approval to allow 7 Code Enforcement Officers to attend the 2022 FLBOA Educational Conference in Henrietta, NY March 14-16, 2022 for the state required in-service training..

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

3. Resolution 2022-47

Edmunds Govtech (IPS 2022 Maintenance Contract) CRS# 3091

Please authorize the Supervisor to sign the contract between the Town of Amherst and Edmunds GovTech (formally BAS) located at 301 Tilton Rd., Northfield, NJ 08225. Subject to completion of the contract routing process.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2022-48

Investment Policy

WHEREAS the Town of Amherst has an investment policy, and

WHEREAS GML Section 39 requires adoption of an investment policy, and

WHEREAS the policy should be reviewed at least annually, and

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

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

2. Resolution 2022-49

Budget Transfer and Amendments

For January 3, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 12/29/2021
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 - 2021

FROM:	***TO:***
N2125.1000 Personal Services $150.67	N2123.4000 Contractual $162.20
N2125.8030 FICA $11.53	
N2125.02785 Program Income $162.20	N2123.02785 Program Income $162.20
Requested per department.	
N2022.4000 Glen Park Nature Center $10,000	N2020.4000 Stabilization Historic Vg. $10,000
N2122.4000 Glen Park Nature Center $10,000	N2121.4000 CDBG Housing Rehab $10,000
Requested per department.	

BUDGET TRANSFERS - 2022

FROM:	***TO:***
A1990.4000 Contingency $21,530	A8020.1000 Planning- Personal Services $20,000
	A8020.8030 Planning - FICA $1,530
To transfer funds budgeted in contingency to Planning Department.	
A1345.1000 Personal Services $114,563.48	A1620.1000 Personal Services - $114,563.48
A1345.8030 FICA $8,764.11	A1620.8030 FICA - $8,764.11
A1345.8050 Health Insurance $9,858.96	A1620.8050 Health Insurance $9,858.96
A1345.8051 Dental $400.00	A1620.8051 Dental $400.00
A1345.8052 Vision $53.28	A1620.8052 Vision $53.28
To transfer funds from Finance / Contract Compliance to Building Maintenance (Facilities & Parks Admin.) for transfer of employees.	

BUDGET AMENDMENTS - 2021

INCREASE:	***INCREASE:***
N1042.05002 Amherst Home - PI $1,902.96	N1042.8050 Hospital Ins. $1,902.96
To recognize Community Development 4th quarter employee health insurance contributions.	
N2123.02785 CDBG & VG PI $19,492.00	N2123.4000 Admin $19,492.00
N2125.02785 CDBG & VG Admin $4,873.00	N2125.1000 Personal Services $4,526.71
	N2125.8030 FICA $346.29
To recognize Community Development program income from 1095 New Road, Amherst.	
N2144.02785 Cheek HOME Rehab $19,295.10	N2144.4000 Contractual $19,295.10
N2149.02785 Cheek HOME Admin $2,143.90	N2149.4003 Admin $2,143.90
To recognize Community Development program income from 12 Mayberry Drive, Cheektowaga.	
A3649.04589 ARPA - Federal Emergency Aid $3,635.80	A3649.4000 Contractual $3,635.80
To increase the budget for APD Emergency Generator installation using American Rescue Plan Act funds.	
N2144.02785 Cheek HOME Rehab $4,423.65	N2144.4000 Contractual $4,423.65
N2149.02785 Cheek HOME Admin $491.52	N2149.4003 Admin $491.52
To recognize Community Development program income from 63 Iroquois, Cheektowaga.	
N2150.02785 Tonawanda HOME- PI $4,500.00	N2150.4000 Contractual $4,500.00
N2153.02785 Tonawanda Admin- PI $500.00	N2153.4003 Admin $500.00

To recognize Community Development program income from 449 W. Hazeltine, Tonawanda.

N2150.02785 Tonawanda HOME- PI $6,750.00 N2150.4000 Contractual $6,750.00
N2153.02785 Tonawanda Admin- PI $750.00 N2153.4003 Admin $750.00
To recognize Community Development program income from 681 Montrose, Tonawanda.

N2140.02785 Amh HOME Rehab $8,560.51 N2140.4000 Contractual $8,560.51
N2154.02785 Amherst Admin- PI $951.17 N2154.4003 Admin $951.17
To recognize Community Development program income from 285 Niagara Falls Blvd, Williamsville.

N2140.02785 Amh HOME Rehab $14,332.50 N2140.4000 Contractual $14,332.50
N2154.02785 Amherst Admin- PI $1,592.50 N2154.4003 Admin $1,592.50
To recognize Community Development program income from 201 Siegfried Drive, Williamsville.

BUDGET AMENDMENTS - 2022

DECREASE: ***DECREASE:***

A6773.02773 MOW Reimbursement $280,000.00 A6770.4000 Contractual $280,000.00
To reduce revenue and related expenditures due to change in contractual agreement, CRS #3102, Amherst Meals on Wheels.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

3. Resolution 2022-50

2022 Standard Mileage Rate

The IRS has announced the 2022 standard mileage rate for business miles driven to be $0.585 per mile. Please set this as the Town's mileage rate for 2022.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

G. CONTRACT COMPLIANCE:

H. COURT:

I. EMERGENCY SERVICES:

J. ENGINEERING:

1. Resolution 2022-51

Water Information Management Solution Software and Services - CRS 3108

The Engineering Department-Water Pollution Control Facility is currently seeking Town Board approval to authorize the Supervisor to sign the attached agreement with Hach Company. The Engineering Department WPCF utilizes Hach WIMS™ Water Information Management Solution software to manage and record plant process data and reporting. This 3-year Hach WIMS™ contract will provide both updated software, support and is only available through a "sole source" vendor, Hach Company.

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

Funds will be available in KP2136-2130 for Year 1 and G9916-4960 for Years 2 & 3.

- Year 1 - $24,683.10 KP2136-2130
- Year 2 - $15,720.00 G9916-4960
- Year 3 - $16,350.00 G9916-4960

Thank you for considering this request.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

2. Resolution 2022-52

WPCF Sludge Storage Building - General Contract - Change Order No. 4 CRS No. 3107

Attached, please find a copy of the above referenced Change Order #4 which calls for a $2,415.00 decrease to Building Innovation Group Inc.'s contract amount. This Change

Order reflects final quantity adjustments. The final value of this contract shall be $1,165,277.00.

The funding source for this change order is KP1721-4972.

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

May we have your approval to award Building Innovation Group Inc. the above referenced Change Order? Thank you for considering this request.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

3. Resolution 2022-53

Kingsgate Park CALL Improvements - General Contrac T- Change Order No. 4 CRS No. 3086

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by $18,531.59. This change will cover the costs associated with adding an attic access panel and ladder as well as a door-entry keypad lockset. This change will also cover the costs associated with adding an additional interior stud wall, a full-length metal roof ridge vent, additional gabled-end section roofing and also galvanized gutter leaf guards. A new storm drainage line was also required to be installed in order to connect the gutter downspouts to the roadway storm system. Lastly, a deduct credit is also included within this change as the Town is providing the contractor with the soap and toilet paper dispensers.

Please also note that we are also requesting approval of a no-cost time extension for this contract to be extended by 21 days, through February 25, ~~2021~~ 2022 due to supply-chain related delivery delays. This request has successfully completed the contract review process.

Funding for this contract shall be from project account KP2101.4972.

Thank you for considering this request.

1/3/2022
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Bucki. A motion was then made by Supervisor Kulpa to amend, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The amendment adds the underlined language. A

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

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

4. Resolution 2022-54

Kingsgate Park CALL Improvements - Electrical Contract - Change Order No. 1 CRS No. 3106

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by $10,383.00. This change will cover the costs associated with installing a new public address system conduit and also extending the existing scoreboard electrical connection handhole further to the north towards the scoreboard. In addition, several electrical boxes will be installed and wired to allow for the future installation of a security camera system. Also, several additional electrical outlets and connections will be provided.

Please also note that we are also requesting approval of a no-cost time extension for this contract to be extended by 21 days, through February 25, ~~2021~~ 2022. This item is contingent upon successful completion of the contract review process.

Funding for this contract shall be from project account KP2101.4972.

Thank you for considering this request.

1/3/2022
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion was then made by Supervisor Kulpa to amend, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

K. FINANCE:

1. Resolution 2022-55

Approve Procurement Policy and Contract Management Policy

WHEREAS, Amherst Town Code Section 4-17 requires the Department of Contract Compliance and Administration to establish and maintain the Town's Procurement Policy and Contract Management Policy; and

WHEREAS, these policies have been developed by the Contract Compliance and Administration Department, and the various Town Department Heads have had an opportunity review and suggest any modifications to the policies, with none being received;

NOW, THEREFORE BE IT RESOLVED, the attached Procurement Policy and Contract Management Policy are hereby adopted as the official Town policies.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

L. HIGHWAY:

M. HUMAN RESOURCES:

1. Resolution 2022-56

Extended Sick Leave of Absence Without Pay/Town Clerk

Please authorize an Extended Sick Leave of Absence Without Pay to Eileen Kielich, Clerk Typist at the Town Clerk's Office. Effective January 1, 2022 through April 18, 2022.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

2. Resolution 2022-57

Director of Senior Services/Senior Center

Please appoint a Director of Senior Services to the Senior Center. Provisional, pending satisfactory completion of a Civil Service Examination. Effective January 4, 2022 at an annual salary of $98,711.61, Grade 4, Step H for Melissa Abel.

This is a promotion for an employee currently serving as Deputy Director of Senior Services.

Replacing an employee who resigned.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

3. Resolution 2022-58

Police Officer/Police Department (7 Positions)

Please appoint seven (7) Police Officers to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII(c). Effective January 4, 2022 at an annual salary of $63,655. Contingent upon successful completion of all pre-employment requirements and Erie County Civil Service Rules and Regulations for Tyler Wiese, Daniel Cownie, Heather Casselman, Joshua Militello, Alicia May and William Pates.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

4. Resolution 2022-59

Computer Support Technician/Police Department

Please appoint a Computer Support Technician to the Police Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective January 4, 2022, at an annual salary of $42,671, Grade 10, Step A for Michael Marinaccio.

Contingent upon completing all pre-employment requirements.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

5. Resolution 2022-60

Network Manager/Engineering Department

Pursuant to the CSEA Flexible Hiring Procedure, please appoint a Network Manager to the Engineering Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 4, 2022 at an annual salary of $70,888, Grade 18, Step D for Gregory Struzik.

This is a promotion for an employee currently serving as an Information Technology Engineer.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

6. Resolution 2022-61

Chief Wastewater Treatment Plant Operator/Engineering Department

Please appoint a Chief Wastewater Treatment Plant Operator to the Engineering Department. Provisional, pending satisfactory completion of a Civil Service Examination, at an annual salary of $59,614, Grade 18, Step A, effective January 4, 2022 for Kailey DiemKaye.

This is a promotion for an employee currently serving as a WWTP Operator - Trainee.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

7. Resolution 2022-62

Paralegal/Town Attorney

Please appoint a Paralegal to the Town Attorney's Department, Provisional, pending satisfactory completion of a Civil Service Examination. Effective January 4, 2022, at an annual salary of $53,008.52, Grade 5, Step A of the exempt salary schedule for Renee Sliwa.

Contingent upon completing all pre-employment requirements.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and approved via Roll Call vote 4-1 (nay, Berger).

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

8. Resolution 2022-63

Supervising Maintenance Mechanic-HVAC/Youth & Recreation

Please create and appoint a Supervising Maintenance Mechanic-HVAC to the Youth & Recreation Department. Temporary, PJC, effective January 4th, 2022, at an annual salary of $91,424, Grade 20, Step J.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

9. Resolution 2022-64

Assistant Code Enforcement Officer/Building Department

Please appoint an Assistant Code Enforcement Officer to the Building Department. Permanent from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 10, 2022 at an annual salary of $46,114, Grade 12, Step A for Emily Zierk.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

10. Resolution 2022-65

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department, Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 4, 2022, at an hourly rate of $17.06, Step A for Collin Coogan.

Replacing an employee who resigned.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

N. INFORMATION TECHNOLOGY:

O. PLANNING:

P. POLICE:

1. Resolution 2022-66

Contract Extension FM Communications, Inc (CRS# 3109)

Town Board Agenda Item: January 3, 2022

TO: **Town Board**

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

RE: **Contract Extension**

FM Communications, Inc (CRS# 3109)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached two-year contract extension between the Town of Amherst (Police) and FM Communications, Inc. with regard to the above-entitled matter. The original contract (CRS#1752) was approved on December 2, 2019 (TB Resolution #2019-1301). Approval of this extension is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: January 3, 2022)**

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

2. Resolution 2022-67

Contract Extension United Uniform Dist. LLC (CRS# 3110)

Town Board Agenda Item: January 3, 2022

TO: **Town Board**

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

RE: **Contract Extension**
United Uniform Dist. LLC (CRS# 3110)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached three month contract extension between the Town of Amherst (Police) and United Uniform Dist, LLC. with regard to the above-entitled matter. The original contract (CRS#1806) was approved on January 6, 2020 (TB Resolution #2020-61). Approval of this extension is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: January 3, 2022)**

1/3/2022

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

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

3. Resolution 2022-68

2022 Safety Education Trust Fund

TOWN BOARD AGENDA ITEM: JANUARY 3, 2022

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: 2022 Safety Education Trust Fund

Kindly adopt a resolution authorizing the approval to spend up to $4,000.00 in 2022 from the Safety Education Trust Account (T4012). Safety Education expenses include, but are not limited to, training, materials, books, films, and office supplies. The Safety Education Program provides many services to the community, Pre-K to College, and awareness programs. This trust and agency account is capable of accepting designated donations for the continuation of the Safety Education Program. The current balance of this account is $5,038.95.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk (**Agenda Item: January 3, 2022**)

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

4. Resolution 2022-69

2022 Asset Forfeiture Trust Account

TOWN BOARD AGENDA ITEM: JANUARY 3, 2022

TO: **Town Board**

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

RE: **2022 Asset Forfeiture Trust Account**

Kindly adopt a resolution authorizing the approval to spend up to $50,000.00 from T2917 Asset Forfeiture Trust Account. This account is federally regulated by instituted guidelines regarding the expenditure of funds.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk (**Agenda Item: January 3, 2022**)

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

5. Resolution 2022-70

Training & Travel Request DRE/Stop DWI Training

TOWN BOARD AGENDA ITEM : JANUARY 3, 2022

TO: **Town Board**

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

RE: **Training & Travel Request**
DRE/Stop DWI Training

Kindly adopt a resolution authorizing One (1) Senior Investigator to attend a DRE/Stop DWI Training Course in Jacksonville, Florida. This course is being held from

January 9, 2022 to January 16, 2022. The cost for the training and travel for this course is paid for by the organization teaching the course.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: January 3, 2022)**

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

Q. SENIOR SERVICES:

R. YOUTH AND RECREATION:

1. Resolution 2022-71

T-Account Expenditure Approval

Authorize the expenditure of up to $5,000.00 in 2022 from T2505.4002 for items not included in the town's budget.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

2. Resolution 2022-72

T-Account Expenditures - Decommissioning

WHEREAS, account T 2107 has been created for expenses that qualify as parkland alienation, and

WHEREAS, the Amherst Youth & Recreation Department was asked to decommission fields and facilities at the Audubon Recreation Complex as part of the sale agreement to Bones & Guts LLC, and

WHEREAS, the Amherst Youth & Recreation Department was asked to create new fields and facilities to replace those which had been decommissioned, and

WHEREAS, as part of this process, the Youth & Recreation Department will incur expenses that are not included in its 2022 budget, and

WHEREAS, the Supervisor, Finance Director, Town Attorney and the Director of Economic Development believe it appropriate to use this account to cover those expenses,

NOW THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the use of funds in T 2017 to cover expenses incurred in decommissioning the Audubon Recreation Complex and re-establishing those services elsewhere, upon approval of those expenses by the Finance Director and Comptroller.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

3. Resolution 2022-73

Rental Agreement CRS #3044

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and NLTT Hockey Ventures, LLC for locker and training room rentals by the Buffalo Beauts at the Northtown Center at Amherst.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2022-1

Letter from Resident - Westwood Negotiating Premature

Please see the attached letter.

1/3/2022
A motion to refer to the Town Attorney, Economic Development and the Amherst Central Park Task Force was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

2. Communication 2022-2

Summons and Complaint: Community Loan Servicing, LLC Vs. Town of Amherst Et Al.

1/3/2022
A motion to refer to the Town Attorney was as made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. Public Expression was opened at 7:40 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Bucki and unanimously approved 5-0. Public Expression was closed at 7:40 PM.

XVIII. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Bucki and unanimously approved 5-0. The Town Board meeting of January 3, 2022 was adjourned at 7:41 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25181 **RESOLUTION 2022-1** **NO VOTE REQUIRED**

Re-Appointment of Deputy Supervisor 2022

BE IT RESOLVED that Jacqualine G. Berger be re-appointed as Deputy Supervisor.

FINANCIAL IMPACT:

None

RESULT:	**NO VOTE REQUIRED**

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25184 **RESOLUTION 2022-2** **ADOPTED AS AMENDED**

Appointments of Town Attorney, Sr. Deputy Town Attorney, and Town Prosecutor 2022

BE IT RESOLVED that Stanley J. Sliwa be re-appointed as Town Attorney through December 31, 2023; and

BE IT FURTHER RESOLVED that Samuel A. Alba be re-appointed as Sr. Deputy Town Attorney; and

BE IT FURTHER RESOLVED that Ann Demopoulos be re-appointed as Deputy Town Attorney: and

BE IT FURTHER RESOLVED that Brittanylee Penberthy be appointed as Deputy Town Attorney and Town Prosecutor.

1/3/2022
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion was then made by Supervisor Kulpa to amend, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25187 **RESOLUTION 2022-3** **ADOPTED**

Re-Appointment of Parliamentarian 2022

BE IT RESOLVED that Stanley Sliwa be re-appointed to the position of Parliamentarian.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25194 **RESOLUTION 2022-4** **ADOPTED**

Liaisons to Boards & Committees and Departments 2022

BE IT RESOLVED that Town Board Liaisons to Boards & Committees and Departments be set for 2022 as shown on the attached.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

2022 BOARD & COMMITTEE LIAISONS

Board / Committee	Brian Kulpa	Jacqualine Berger	Deborah Bruch Bucki	Shawn Lavin	Michael Szukala	Francina Spoth
9/11 Commemoration Committee			X			
Amherst Committee on Disabilities			X			
Amherst Community Diversity Commission			X			
Amherst Conservation Advisory Council		X				
Amherst Fire Chiefs' Association					X	
Amherst Industrial Development Agency		X				
Amherst State Park Veterans Memorial		X				
Amherst Veterans Committee		X				
Amherst Youth Board				X		
Arts and Culture in Public Places Board						X
Board of Electrician Examiners					X	
Board of Ethics				X		
Board of Plumbing and Drainage Examiners					X	
Citizens Financial Advisory Committee					X	
Design Advisory Board	X					
Employee Suggestion Program Merit Award Board			X			
Employee Suggestion Review Committee			X			
Energy Conservation		X				
Erie County Industrial Development Agency ECIDA	X					
FOIL Board					X	X
Glen Park Joint Board					X	
Government Study Committee					X	
Historic Preservation Commission			X			
Information Technology Advisory Committee				X		
Library Board of Trustees			X			
Minority and Women Owned Business		X				
Nature View Park Advisory Committee		X				
Open Government Advisory Board					X	
Planning Board		X				
Plumbing and Drainage Board					X	
Recreation Commission	X	X		X		
Recycling and Waste Committee					X	
Senior Services Advisory Board			X			
Traffic Safety Board					X	
Tree Board				X		
Zoning Board of Appeals		X				

Attachment: 2022 Board and Committee Liaisons (RES-2022-4 : Liaisons to Boards & Committees and Departments 2022)

2022 DEPARTMENT LIAISONS

Board / Committee	Brian Kulpa	Jacqualine Berger	Deborah Bruch Bucki	Shawn Lavin	Michael Szukala
Assessor			X		
Attorney				X	
Building		X			
Central Fire Alarm					X
Comptroller	X				
Contract Compliance & Administration	X				
Economic Development	X				
Emergency Services & Safety					X
Engineering		X			
Finance	X				
Highway/Refuse					X
Human Resources		X			
Information Technology				X	
Library			X		
Parks & Facilities	X				
Planning		X			
Police					X
Senior Services			X		
Town Clerk			X		
Town Court				X	
Youth & Recreation Department				X	

Attachment: 2022 Department_Liaisons (RES-2022-4 : Liaisons to Boards & Committees and Departments 2022)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25190 **RESOLUTION 2022-5** **ADOPTED**

Re-Appointment of Town Comptroller

BE IT RESOLVED that Daryl Bramer be re-appointed as Town Comptroller through December 31, 2023.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25245 **RESOLUTION 2022-6** **ADOPTED**

Reappointment of Town Engineer

BE IT RESOLVED that Jeffrey Burroughs be reappointed as Town Engineer through December 31, 2023.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25191 **RESOLUTION 2022-7** **ADOPTED**

Appointment of Energy Manager 2022

BE IT RESOLVED that Mark Berke be appointed as the Town's Energy Manager for 2022.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25192 **RESOLUTION 2022-8** **ADOPTED**

Re-Appointment of Affirmative Action Officer 2022

BE IT RESOLVED that Robert McCarthy be re-appointed as Affirmative Action Officer for 2022.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25193 **RESOLUTION 2022-9** **ADOPTED**

Re-Appointment of Fair Housing Officer 2022

BE IT RESOLVED that Laurie Stillwell be re-appointed as Fair Housing Officer and be directed to report annually for 2022.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25195 **RESOLUTION 2022-10** **ADOPTED**

Appointment of Town Historian 2022

BE IT RESOLVED that Village of Williamsville Historical Society and Buffalo Niagara Heritage Village be appointed as Town Historian for 2022.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25197 **RESOLUTION 2022-11** **ADOPTED**

Representation of Town of Amherst at the Association of Erie County Governments 2022

BE IT RESOLVED that Brian Kulpa be re-appointed to represent the Town of Amherst at the Association of Erie County Governments; and

BE IT FURTHER RESOLVED the Dennis M. Powers be re-appointed to serve as alternate to represent the Town of Amherst at the Association of Erie County Governments.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25200 **RESOLUTION 2022-12** **ADOPTED**

Representation of Town of Amherst at Annual Meeting of the Association of Towns 2022

BE IT RESOLVED that Brian Kulpa be reappointed as Delegate to represent the Town of Amherst at the Annual Meeting of the Association of Towns; and

BE IT FURTHER RESOLVED that Dennis Powers be appointed to serve as alternate to represent the Town of Amherst at the Annual Meeting of the Association of Towns; and

BE IT FURTHER RESOLVED that Supervisor Brian Kulpa, Councilwoman Jacqualine Berger, Dennis Powers, Lynda Juul, Joe McMahon, Angela Rossi, Emily Melski, and Laurie Stillwell be authorized to attend the Annual Meeting.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25201 **RESOLUTION 2022-13** **ADOPTED**

Designation of Official Town Newspaper 2022

BE IT RESOLVED that *The Amherst Bee* be designated as the official town newspaper.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25202 **RESOLUTION 2022-14** **ADOPTED**

Designation of Official Town Depositories 2022

BE IT RESOLVED that all commercial banks having offices and doing business in Erie County be designated as official Town depositories.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25203 **RESOLUTION 2022-15** **ADOPTED**

Check Signing 2022

BE IT RESOLVED that the Comptroller will counter sign all checks with the Supervisor, and that the Deputy Supervisor will sign for the Supervisor when he is unavailable, and

BE IT FURTHER RESOLVED that the Supervisor and/or the Comptroller be authorized to use facsimile signatures for signing checks.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25204 **RESOLUTION 2022-16** **ADOPTED**

Payment of Department Expense Accounts 2022

BE IT RESOLVED that the Comptroller be authorized to pay various expense accounts as set up in the annual budget when presented on approved vouchers and purchase cards.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25205 **RESOLUTION 2022-17** **ADOPTED**

Approve Town Officials' Blanket Bond 2022

BE IT RESOLVED that the blanket bond to provide surety protection for the Supervisor, Deputy Supervisor, Director of Finance, Comptroller, Town Clerk, Judges, and Highway Superintendent be approved.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25206 **RESOLUTION 2022-18** **ADOPTED**

2022 Office Hours and Standard Workday Hours

BE IT RESOLVED that the office hours and the standard workday hours be set as follows for 2022:

8:00 a.m. to 4:00 p.m., Monday to Friday, for Assessor's Office
8:30 a.m. to 4:30 p.m., Monday to Friday, for Attorney's Office
8:00 a.m. to 4:00 p.m., Monday to Friday, for Building Department
9:00 a.m. to 5:00 p.m., Monday to Friday, for Community Development
8:00 a.m. to 4:00 p.m., Monday to Friday, for Contract Compliance / Finance
8:00 a.m. to 4:00 p.m., Monday to Friday, for Economic Development
8:00 a.m. to 5:00 p.m., Monday to Friday, for Emergency Services (24-hour call)
8:00 a.m. to 4:00 p.m., Monday to Friday, for Engineering Main Office (North Forest Rd.)
7:00 a.m. to 3:30 p.m., Monday to Friday, for Engineering Sewer Maintenance Division
7:00 a.m. to 3:30 p.m., Monday to Friday, for Highway/Refuse/Parks
9:00 a.m. to 5:00 p.m., Monday to Friday, for Human Resources & Comptroller
8:00 a.m. to 5:00 p.m., Monday to Friday, for Information Technology
9:00 a.m. to 5:00 p.m., Monday to Friday, for Planning
8:30 a.m. to 4:30 p.m., Monday to Friday, for Police Department Records Requests
8:30 a.m. to 4:30 p.m., Monday to Friday, for Senior Center
9:00 a.m. to 5:00 p.m., Monday to Friday, for Town Board Offices
8:00 a.m. to 4:00 p.m., Monday to Friday, for Town Clerk
7:30 a.m. to 3:30 p.m., Monday to Friday, for Wastewater Treatment Facility
8:30 a.m. to 5:30 p.m., Monday to Friday, for Youth & Recreation, also
10:00 a.m. to 2:00 p.m., Saturday, for Youth & Recreation

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25213 **RESOLUTION 2022-19** **ADOPTED**

Set 2022 Holiday Schedule

BE IT RESOLVED that the 2022 holiday schedule be approved as shown on the attached list.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

TOWN OF AMHERST

HOLIDAY SCHEDULE FOR 2022

Monday	January 17	M. L. King, Jr. Day
Friday	February 11	Lincoln's Birthday *
Monday	February 21	Washington's Birthday
Friday	April 15	Good Friday
Monday	May 30	Memorial Day
Monday	June 20	Juneteenth
Monday	July 4	Independence Day
Monday	September 5	Labor Day
Monday	October 10	Columbus Day
Tuesday	November 8	Election Day **
Friday	November 11	Veterans Day
Thursday	November 24	Thanksgiving Day
Friday	November 25	Day after Thanksgiving ***
Monday	December 26	Christmas Day
Monday	January 2, 2023	New Years Day

* Applicable only to employees represented by Central Fire Alarm Office Assn., and the Amherst Police Club

** Applicable to all bargaining units except CSEA – CSEA and Exempt Employees Observe as a floating holiday

*** Applicable only to employees represented by CSEA, Amherst Highway Employees Assn., Amherst Employees Assn., and Exempt Employees

Attachment: 2022 Holiday Schedule (RES-2022-19 : Set 2022 Holiday Schedule)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25214 **RESOLUTION 2022-20** **ADOPTED**

Set Salaries for Town Employees and Civil Service Employees 2022

BE IT RESOLVED that 2022 salaries for Town employees and Civil Service employees be set pursuant to the approved 2022 budget and negotiated contracts.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Per 2022 budget and negotiated contracts

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25215 **RESOLUTION 2022-21** **ADOPTED**

Set Salaries for Exempt Employees 2022

BE IT RESOLVED that 2022 salaries for Exempt Employees be set as shown on the attached.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

Per Schedule

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

EXEMPT SALARIES 2022 Non - Department Heads	
Class Title	**2022 Salary**
Assistant Municipal Engineer - Engineering	118,613.81
Assistant Municipal Engineer - Sewer	91,328.46
WWTP Superintendent	104,847.33
Town Clerk Attorney	118,613.81
Senior Deputy Town Attorney	86,403.88
Assistant WWTP Superintendent (Maintenance)	104,028.45
Project Manager - Construction	96,607.68
*Senior Recreation Specialist	117,580.05
Executive Assistant to the Supervisor/Emergency Services	83,189.95
Deputy Town Attorney	79,466.18
Senior Paralegal	78,291.80
Deputy Town Attorney - PT	35,121.11
Executive Secretary, HR	71,648.08
Deputy Town Clerk	67,088.66
Deputy Town Clerk	63,391.37
Paralegal	53,008.52
Assistant to the Chief of Police	71,174.37
Contracts Technician	63,391.37
Senior Secretary, HR	67,088.66
Assistant to the Supervisor	69,101.33
**Court Analyst	70,633.44
Secretary, Council Office	51,480.00
Secretary, Prosecutor	51,480.00
Secretary, HR	51,480.00
* Includes $26,000 Stipend	
** Includes $8,000 Stipend	

Attachment: 2022 Spreadsheet of Salaries For Exempt Employees (RES-2022-21 : Set Salaries for Exempt Employees 2022)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25216 **RESOLUTION 2022-22** **ADOPTED**

Set Salaries for Department Heads and Assistant Department Heads 2022

BE IT RESOLVED that 2022 salaries for Department Heads and Assistant Department Heads be set as shown on the attached.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Per schedule

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

Set Salaries for Department Heads and Assistant Department Heads

BE IT RESOLVED that 2022 salaries for Department Heads and Assistant Department Heads be set as shown on the attached.

FINANCIAL IMPACT: per schedule

Attachment: Set Salaries for Department Heads and Assistant Department Heads - 2022 (RES-2022-22 : Set Salaries for Department Heads and

EXEMPT SALARIES 2022 Department Heads and Assistant Department Heads	
Class Title	**2022 Salary**
Town Attorney	133,525.99
Town Comptroller	133,525.99
Director of Human Resources	143,782.59
Director of Finance	137,531.76
Town Assessor	109,862.21
Town Engineer	138,202.65
Commissioner of Buildings	112,059.45
Planning Director	120,087.12
Director of Community Development	130,269.25
Director of Youth & Recreation	121,618.33
Director of IT	121,618.33
Director of Senior Services	98,711.61
Clerk to Town Justice	112,220.55
Deputy Town Comptroller	98,711.61
Chief of Staff	96,069.70
*Assistant Planning Director	103,701.93
**Director of Emergency Services & Safety	123,192.98
Senior Fire Dispatcher	96,741.85
*Budgeted Salary includes $6,000 ZEO Stipend	
**Budgeted Salary includes $25,000 Stipend	

Attachment: Set Salaries for Department Heads and Assistant Department Heads - 2022 (RES-2022-22 : Set Salaries for Department Heads and

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25217 **RESOLUTION 2022-23** **ADOPTED**

2022 Town Board Meeting Dates

BE IT RESOLVED that the attached schedule of Town Board and Work Session meeting dates be adopted for 2022.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

2022 Proposed Town Board Meeting Dates

Date	Work Session Time	Town Board Meeting Time
Tuesday, January 18	4:00pm	7:00pm
Monday, February 7	4:00pm	7:00pm
Monday, February 28	4:00pm	7:00pm
Monday, March 14	4:00pm	7:00pm
Monday, March 28	4:00pm	7:00pm
Monday, April 11	4:00pm	7:00pm
Monday, April 25	4:00pm	7:00pm
Monday, May 9	4:00pm	7:00pm
Monday, May 23	4:00pm	7:00pm
Monday, June 6	4:00pm	7:00pm
Monday, June 27	4:00pm	7:00pm
Monday, July 11	---	3:00pm
Monday, July 25	4:00pm	7:00pm
Monday, August 8	---	3:00pm
Monday, August 22	4:00pm	7:00pm
Tuesday, September 6	4:00pm	7:00pm
Monday, September 19	4:00pm	7:00pm
Monday, October 3	4:00pm	7:00pm
Monday, October 17	4:00pm	7:00pm
Monday, October 24	4:00pm	7:00pm - Budget Public Hearing & Board Meeting
Monday, November 7	4:00pm	7:00pm
Monday, November 21	4:00pm	7:00pm
Monday, December 12	4:00pm	7:00pm
Tuesday, January 3, 2023	---	7:00pm - Reorganization

Attachment: 2022 Proposed Town Board Meeting Dates no holidays (RES-2022-23 : 2022 Town Board Meeting Dates)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25218 **RESOLUTION 2022-24** **ADOPTED**

2022 Planning Board Meeting Dates

BE IT RESOLVED that the attached schedule of 2022 Planning Board meeting dates be adopted.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

DRAFT
2022
Schedule of Planning Board Meetings

Note:

1. Please make an appointment with one of our planners before submittal day for a pre-submission review of your project.

2. **A submittal appointment is required.** When scheduling an appointment, please let the Planning Department know how many petitions you are intending to submit. At least one-half hour per submittal is required. Submittals made with scheduled appointments will be given priority for placement on the agenda.

3. On-time submission does not necessarily guarantee a place on the next month's agenda. You will be notified before the meeting if your project has been placed on the agenda.

Submittal Date **Monday 4 pm**	**Reviewers' Meeting** **Thursday**	**Planning Board Meeting** **Thursday 6:30 pm**
11/15/2021	12/2/2021	01/13/2022
12/27/2021	1/6/2022	02/17/2022
1/24/2022	2/3/2022	03/17/2022
Tuesday 2/22/2022	3/3/2022	04/21/2022
3/21/2022	3/31/2022	05/19/2022
4/18/2022	4/28/2022	06/16/2022
	No July Meeting	
Tuesday 6/21/2022	6/30/2022	08/18/2022
7/18/2022	7/28/2022	09/22/2022
8/22/2022	9/1/2022	10/20/2022
9/19/2022	9/29/2022	11/17/2022
	No December Meeting	
11/14/2022	12/1/2022	01/19/2023

DRAFT

Attachment: draft 2022 planning board calendar (RES-2022-24 : 2022 Planning Board Meeting Dates)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25219 **RESOLUTION 2022-25** **ADOPTED**

2022 Zoning Board of Appeals Meeting Dates

BE IT RESOLVED that the attached schedule of 2022 Zoning Board of Appeals meeting dates be adopted.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

TOWN OF AMHERST

TOWN CLERK'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7021
FAX (716) 631-7152
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Kathleen Cooper
Deputy Town Clerk

Timothy Koller
Deputy Town Clerk

2022 ZONING BOARD OF APPEALS MEETING SCHEDULE
Virtual Meetings Start at 6:00 PM / Regular Meetings Start at 6:30 PM

FILING DEADLINE	MEETING DATE
December 20, 2021	January 25, 2022
January 24, 2022	February 22, 2022
February 14, 2022	March 22, 2022
March 14, 2022	April 19, 2022
April 18, 2022	May 17, 2022
May 23, 2022	June 21, 2022
July 18, 2022	August 16, 2022
August 22, 2022	September 20, 2022
September 19, 2022	October 18, 2022
October 17, 2022	November 15, 2022
November 21, 2022	December 20, 2022
December 19, 2022	January 24, 2023

There will be no meeting in July

Please note: That on-time filing does not necessarily guarantee a place on the next month's agenda. You will be notified before the meeting if your application has been placed on the agenda.

Attachment: 2022 ZBA Schedule.doc (RES-2022-25 : 2022 Zoning Board of Appeals Meeting Dates)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25220 **RESOLUTION 2022-26** **ADOPTED**

2022 Amherst Traffic Safety Board Meeting Dates

BE IT RESOLVED that the attached schedule of 2022 Amherst Traffic Safety Board meeting dates be adopted.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Szukala and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

TOWN OF AMHERST

TRAFFIC-SAFETY BOARD

MUNICIPAL BUILDING – 5583 MAIN STREET, WILLIAMSVILLE, NEW YORK 14221
TRAFFIC SAFETY COORDINATOR - TELEPHONE 631-7154 - FAX 631-7222

MICHAEL SZUKALA
Councilmember & Liaison Officer

ERIC FRAAS
Chairman

DANIEL J. RIDER, P.E.
Vice Chairman

CHRISTOPHER P. SCHREGEL
Traffic Safety Coordinator

MEMBERS
MICHELLE NAGEL
KENNETH A. SMITH
J. MICHNIEWICZ, P.E., P.T.O.E.
MARK STORCH
MAXWELL KAHN
KEVIN CANTWELL
KRISTIN GOSS
GREGORY DIONNE

DEPT. LIAISONS

THOMAS VOIGHT
Planning

CAPT. KEVIN BROWN
Police

JOE FRESE
Building

AL SPOTH
Highway

2022 MEETING DATES
AMHERST TRAFFIC SAFETY BOARD

All meetings begin at 7:00 p.m. at the Town Hall Council Chambers, unless otherwise noted below

January 5, 2022

February 2, 2022

March 2, 2022

April 6, 2022

May 4, 2022

*June 15, 2022

July - No meeting

August 3, 2022

September 7, 2022

October 5, 2022

November 2, 2022

December 7, 2022

January 4, 2023

Attachment: 2022 ATSB Meeting Dates (RES-2022-26 : 2022 Amherst Traffic Safety Board Meeting Dates)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25221 **RESOLUTION 2022-27** **ADOPTED**

2022 Amherst Historic Preservation Commission Meeting Dates

BE IT RESOLVED that the attached schedule of 2022 Amherst Historic Preservation Commission meeting dates be adopted.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

HISTORIC PRESERVATION COMMISSION

DRAFT MEETING SCHEDULE – 2022

All meetings to begin at 7:00 p.m.

January 11

February 8

March 8

April 12

May 10

June 7

No July meeting

August 9

September 13

October 11

November 8

December 13

X:\Special_Projects\Historic Preservation\Minutes & Meetings\2022 Meeting Dates - draft.docx

Attachment: 2022 Draft HPC calendar (RES-2022-27 : 2022 Amherst Historic Preservation Commission Meeting Dates)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25222 **RESOLUTION 2022-28** **ADOPTED**

2022 Design Advisory Board Meeting Dates

BE IT RESOLVED that the attached schedule of 2022 Design Advisory Board meeting dates be adopted.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

Amherst

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

Brian J. Kulpa, Supervisor
Daniel C. Howard, A
Planning Director
Daniel J. Ulatowski, A
Assistant Planning Dir

2022
Schedule of Design Advisory Board Meetings

Submittal Date Monday	DAB Report Delivered	DAB Meeting	Planning Board Meeting
11/15/2022	12/6/2021	12/16/2021	1/13/2022
12/27/2021	1/18/2022	1/27/2022	2/17/2022
1/24/2022	2/15/2022	2/24/2022	3/17/2022
2/22/2022	3/14/2022	3/24/2022	4/21/2022
3/21/2022	4/11/2022	4/28/2022	5/19/2022
4/18/2022	5/16/2022	5/26/2022	6/16/2022
6/21/2022	7/11/2022	7/28/2022	8/18/2022
7/18/2022	8/15/2022	8/25/2022	9/22/2022
8/22/2022	9/12/2022	9/29/2022	10/20/2022
9/19/2022	10/17/2022	10/27/2022	11/17/2022
11/14/2022	12/5/2022	12/15/2022	1/19/2023

Attachment: DAB_Calendar_2022_112022 (RES-2022-28 : 2022 Design Advisory Board Meeting Dates)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25226 **RESOLUTION 2022-29** **ADOPTED**

2023 Budget Calendar

BE IT RESOLVED that the 2023 Budget Calendar be approved as shown on the attached document.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

Town of Amherst
Budget Calendar - Fiscal Year 2023
For Adoption at 1/3/2022 Town Board Reorganization Meeting

DESCRIPTION	Comptroller's Office to send to Departments by:	Departments to return to Comptroller's Office by:	Other Dates/Comments
Town Board adopts Budget Calendar (Annual Reorganization Meeting in January)			January 3
Budget Worksheets for Lighting, Drainage, Sewer, Fire and Water Districts sent via inter-office mail to Engineering and Highway (Benefit Basis Budgets)	April 15	May 15	
Budget Worksheets for General, Part Town, Community Environment & Highway sent via inter-office mail to Department Heads (Operating Funds)	May 1	May 31	
Payroll sheets completed by Comptroller's Office and submitted to HR for review	May 1	May 21	
Payroll sheets emailed by Comptroller's Office to departments for review	May 21	May 31	
Appointments with Department Heads to discuss Benefit Basis Budget & Operating Budget Requests			June 1-30
Review of Benefit Basis Budgets and Operating Budgets by Budget Officer (Supervisor), Director of Finance, and Comptroller			July 1-31
Setting of Elected Officers' Salaries by Town Board Resolution (First September TB Meeting)			September 6 (Tuesday)
Budget Officer files Benefit Basis (Special District) Budgets with Town Clerk *(No later than September 15)*			September 15

NOTE: ***Italics indicates legal requirement.*** **Any date that falls on a weekend or holiday reverts to the prior workday.**

Attachment: 2023 BUDGET CALENDAR (RES-2022-29 : 2023 Budget Calendar)

DESCRIPTION	Comptroller's Office to send to Departments by:	Departments to return to Comptroller's Office by:	Other Dates/Comments
Files for added tax bill items given to Assessor/IT ✓ Sidewalks ✓ Delinquent ECWA ✓ Delinquent Village water ✓ Code violations ✓ Omitted tax			September 30
Budget Officer files Operating Budgets with Town Clerk (Tentative Budget), including Proposed Capital Improvement Plan (CIP) *(No later than September 30)*			September 30
Tentative Budget submitted to Town Board; Copies placed on file in Town Libraries *(At regular or special meeting of the Town Board, No later than October 5)*			October 3
Review of Tentative Budget by Town Board; Preliminary Budget filed with Town Clerk (if TB makes changes to Tentative Budget; otherwise Tentative budget becomes Preliminary Budget) *(Prior to publication of legal notice for PH)*			October 3-17
Town Clerk to publish Notice of Public Hearing on Preliminary Budget including Elected Officials' Salaries *(Must be published 5 days prior to PH)*			October 19
Hearing on Preliminary Budget (*PH to be held on or before the Thursday following the general election, and may not be adjourned beyond November 15)*			October 24
Fire District Budgets to be submitted to Budget Officer *(No later than November 7)*			November 7
Budget to be Adopted *(No later than November 20)*			November 7

NOTE: ***Italics indicates legal requirement.*** **Any date that falls on a weekend or holiday reverts to the prior workday.**

Attachment: 2023 BUDGET CALENDAR (RES-2022-29 : 2023 Budget Calendar)

DESCRIPTION	Comptroller's Office to send to Departments by:	Departments to return to Comptroller's Office by:	Other Dates/Comments
Summary Pages for Sewer, Drainage and Water given to Assessor to calculate rates (Assessor)			ASAP
Assessment files for the 2022 County/Town Tax Extension must be ready for transmission to Real Property These files must include the unpaid Town charges. Signed letter of authorization must be sent to have amounts included.			Week of Nov 1
Town budgets shall be certified to the County at least one week prior to the last Tuesday in November. (This includes special district rates calculated by Assessor)			No later than November 22
Budget Officer/Comptroller assists IT in making adopted budget available on Town web site			December 15
County sends reports for final approval. Town to reconcile and approve (See levy reconciliation worksheet for codes to exclude from totals to reconcile to Town amount to raise)			Mid-Late December
Budget Officer/Comptroller to approve and confirm to County			2 days after receipt
County to print tax bills			Approx. 3 days after final approval received by County (Town errors or failure to meet deadlines will cause delays)
Town Clerk to receive tax bills & process for mailing.			As soon as available

NOTE: ***Italics indicates legal requirement.*** **Any date that falls on a weekend or holiday reverts to the prior workday.**

Attachment: 2023 BUDGET CALENDAR (RES-2022-29 : 2023 Budget Calendar)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25224 **RESOLUTION 2022-30** **ADOPTED**

Re-Appointment of A.D.A. (Americans with Disabilities Act) Coordinators 2022

BE IT RESOLVED that Robert McCarthy is re-appointed as A.D.A. Coordinator, and Mark Berke is re-appointed as A.D.A. Coordinator for 2022.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25223 **RESOLUTION 2022-31** **ADOPTED**

Appointment to Amherst Industrial Development Agency

WHEREAS, The Amherst Town Board is appointing Nicole Gavigan to the Amherst Industrial Development Agency; now, therefore

BE IT RESOLVED that Nicole Gavigan be appointed to a term of seven years on the Amherst Industrial Development Agency ending 12/31/28.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None to resolution

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

NICOLE **GAVIGAN**

211 Ruskin Road Amherst NY 14226 · 716.228.7567
nicole@gaviganandgruppo.com · @gaviganandgruppo.com

Accomplished and detail-oriented design professional and a certified WBE business owner with nearly 20 years of experience in interior decoration & design; space planning; client & vendor relationship management; marketing; and business development & administration. Dedicated to cultivating collaborative relationships during the project development, management, and implementation process.

EXPERIENCE

2016 – PRESENT

CO-FOUNDER/MANAGING PARTNER, GAVIGAN & GRUPPO INTERIOR DESIGN (WBE CERTIFIED)

Manage all operations of this full-service commercial and residential interior design firm with revenues exceeding five million dollars. Supervise all operations of the firm including business development, sales & project management, marketing assessment and planning, vendor and client relations, customer service, human resources, administrative systems, execution of financial and operational plans.

2002 – 2016

FOUNDER/MANAGING PARTNER, EDEN INTERIORS LLC

Created and implemented the business for this interior design firm. Managed partner and employee relationships and handled all business functions.

EDUCATION

MAY 1997

MASTER OF EDUCATION (EDM) UNIVERSITY AT BUFFALO

MAY 1993

B.A. ENGLISH, UNIVERSITY AT BUFFALO

COMMUNITY INVOLVEMENT

40 UNDER 40 RECIPIENT—BUFFALO BUSINESS FIRST
BOARD MEMBER—UB ALUMNI ASSOCIATION
BOARD MEMBER—BURCHFIELD PENNEY ART CENTER
HOUSE COMMITTEE MEMBER—THE BUFFALO CLUB
ARTS & ARCHIVES COMMITTEE MEMBER—THE BUFFALO CLUB
GALA CO-CHAIR—BURCHFIELD PENNEY ART CENTER

Attachment: Nicole Gavigan resume (RES-2022-31 : Appointment to Amherst Industrial Development 2022)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 25243 **RESOLUTION 2022-32** **WITHDRAWN**

Zoning Board of Appeals Appointment

WHEREAS, pursuant to the provisions of Section 267 of the New York State Town Law, the Town of Amherst maintains a Zoning Board of Appeals (ZBA) consisting of five (5) members appointed by the Amherst Town Board (Town Board), each for a term of five (5) years, with terms concluding on a staggered basis; and

WHEREAS, the ZBA is authorized to grant relief from any provision of the Town of Amherst Zoning Ordinance or any decision of an administrative official charged with the enforcement of that ordinance; and

WHEREAS, the ZBA is empowered to grant special use permits in certain instances as spelled out in the Zoning Ordinance and Amherst Town Law specifies the grounds and criteria that the ZBA must use to grant a variance; and

WHEREAS, Carrie Kahn has served on the ZBA and has expressed interest in serving again.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Carrie Kahn to the Zoning Board of Appeals for a term to conclude December 31, 2026.

FINANCIAL IMPACT:

None.

RESULT:	**WITHDRAWN**

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 25172 **RESOLUTION 2022-33** **ADOPTED**

Amherst Conservation Advisory Committee Reappointments

WHEREAS, the Amherst Conservation Advisory Council (ACAC) provides advice to the Amherst Town Board and Planning Board regarding land use concerns such as environmental, open space and conservation issues. It is responsible, with the assistance of the Town Planning Department, for creating and maintaining the Open space Index, including a map showing environmental quality and conservation issues related to rezoning and development proposals submitted for Town approval; and

WHEREAS, the ACAC meets monthly in public session, has a roster maximum of nine (9); and

WHEREAS, Alan Blackburn, Dave Copeland, and Jonathan LaVell terms are concluding December 31, 2021 and have expressed interest in continuing serving on the ACAC; and

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board re-appoints Alan Blackburn, Dave Copeland, and Jonathan LaVell to the Amherst Conservation Advisory Council for a term to conclude December 31, 2024.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 25173 **RESOLUTION 2022-34** **ADOPTED**

Amherst Recreation Commission Reappointments

WHEREAS, the Amherst Town Recreation Department, also known as the Amherst Recreation Commission or Rec Commission, maintains a strong liaison with the Amherst Town Board; and

WHEREAS, activity volunteers and the varied recreation and sport constituencies conduct programming and competitions on Town property through shared communication, trust, and strategies which serve and promote the advancement of recreational participation for all age levels in Amherst; and

WHEREAS, Kim Kriner has expressed interest in continuing serving on the Amherst Recreation Commission; and

WHEREAS, Anthony Day has expressed interest in serving on the Amherst Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board reappoints Kim Kriner to her second term to conclude December 31, 2028; and

BE IT FURTHER RESOLVED that the Amherst Town Board appoints Anthony Day to his first term to conclude December 31, 2028.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 25099 **RESOLUTION 2022-35** **ADOPTED**

Amherst Youth Board Reappointments

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

WHEREAS, members are appointed by the Amherst Town Board for three-year terms, meet monthly and participate in decisions affecting programming, policies, funding and public relations for youth programs and services; and

WHEREAS, Ariella Yonaty, Mary Rose Buscaglia, and Susan McClary have expressed interest in continuing service to the Amherst Youth Board.

NOW, THEREFORE, BE IT RESOLVED that Ariella Yonaty, Mary Rose Buscaglia, and Susan McClary be re-appointed to the Amherst Youth Board for a term to end on December 31, 2024.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Councilmembers
Initiated by: **Deborah Bruch Bucki**
Co-Sponsored by:

DOC ID: 25233 **RESOLUTION 2022-36** **ADOPTED**

Virtual Public Meetings

WHEREAS, on December 15, 2021, the Amherst Town Board approved Resolution #2021-1072, which authorized a waiver of certain provisions of the Open Meetings Law (Article 7 of the Public Officers Law); and

WHEREAS, Resolution 2021-1072 is set to expire on January 15, 2022; and

WHEREAS, Resolution 2021-1072 was adopted in response to the dangers posed by Covid-19; and

WHEREAS, Covid-19 continues to present public health problems for New York State generally and for the residents of the Town of Amherst in particular; and

WHEREAS, it is anticipated that the State of New York may soon grant a further temporary extension of the authorization for towns to waive the requirements of the Open Meetings Law; and

WHEREAS, the risks of Covid-19 provide good cause for the Town of Amherst to extend Resolution 2021-1072; and

WHEREAS, the Amherst Town Board wishes to act proactively if permission to continue remote meetings is indeed extended beyond January 15, 2022, by Governor Kathleen Hochul.

NOW THEREFORE, BE IT RESOLVED that the Open Meetings Law (Article 7 of the Public Officers Law) is hereby suspended for all public meetings of the Town of Amherst, including meetings of the Amherst Town Board, for such period of time and to the extent authorized by the State of New York; and

BE IT FURTHER RESOLVED, that the Amherst Town Board may take such actions as are otherwise permitted by law at meetings without public in-person access; and

BE IT FURTHER RESOLVED, that authorization is also given to hold such meetings remotely by conference call or by similar service such as Zoom, provided that the public has the ability to view or listen to such proceedings and that such meetings are recorded and later transcribed if requested; and

BE IF FURTHER RESOLVED, that the authorization granted by this resolution shall expire upon the final expiration of any extension of the permission granted by the State of New York to waive the above-mentioned provisions of Article 7 of the Public Officers Law.

1/3/2022
A motion to approve was made by Councilmember Bucki, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Councilmembers
Initiated by: **Deborah Bruch Bucki**
Co-Sponsored by:

DOC ID: 25178 **RESOLUTION 2022-37** **ADOPTED**

Employee Suggestion Program Merit Award Board

WHEREAS, Chapter 12 of the Code of the Town of Amherst with respect to the Employee Suggestion Program designated that the Merit Award Board membership consist of the Town Board and two private citizens with business backgrounds, who are to be appointed usually by a majority vote of the Town Board at the Town Reorganization Meeting.

NOW, THEREFORE, BE IT RESOLVED that Supervisor Brian Kulpa, Councilmember Jacqualine Berger, Councilmember Deborah Bruch Bucki, Councilmember Shawn Lavin and Councilmember Michael Szukala serve as the Amherst Town Board designees, all with Merit Award Board terms ending on December 31, 2022; and

BE IT FURTHER RESOLVED that the Amherst Town Board re-appoints Oliver Young, Esq., and Robert C. Freeman, Esq., to serve as the private citizen members, both for terms ending on December 31, 2022.

1/3/2022
A motion to approve was made by Councilmember Bucki, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Councilmembers
Initiated by: **Deborah Bruch Bucki**
Co-Sponsored by:

DOC ID: 25180 **RESOLUTION 2022-38** **ADOPTED**

Employee Suggestion Review Committee Appointments

WHEREAS, Chapter 12 of the Town of Amherst Town Code, entitled "Employee Suggestion Program," states that the Suggestion Review Committee consists of the following individuals: the Director of Human Resources; the Comptroller; a Town Board Member; and three (3) private citizens with business backgrounds, to be appointed by the majority of the Town Board (these individuals shall not also serve on the Merit Award Board, with one (1) member employed as a representative of a labor organization (public or private); and the Town Attorney; and

WHEREAS, Jonathan Fuzak and John Sedgwick, whose terms have expired, served on the Employee Suggestion Review Committee; and

WHEREAS, Mr. Fuzak and Mr. Sedgwick have expressed interest in continuing to serve.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board reappoints Jonathan Fuzak and John Sedgwick for terms to conclude December 31, 2023.

1/3/2022
A motion to approve was made by Councilmember Bucki, seconded by Councilmember Szukala and unanimously approved 5-0.

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Councilmembers
Initiated by: **Deborah Bruch Bucki**
Co-Sponsored by:

DOC ID: 25183 **RESOLUTION 2022-39** **ADOPTED**

9/11 Commemoration Committee Appointments/Re-Appointments

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

WHEREAS, the membership for this committee is unlimited; and

WHEREAS, there are residents that have served and would like to continue to serve on the 9/11 Commemoration Committee; and

WHEREAS, there are residents that are interested in joining the 9/11 Commemoration Committee.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board formally re-establishes the 9/11 Commemoration Committee and hereby appoints Leonard Castrianno, Karen Eckert, Susan Grelick, John Kasmer and Sibu Nair to the 9/11 Commemoration Committee, all for a term to conclude December 31, 2023; and

BE IT FURTHER RESOLVED that the Amherst Town Board appoints Patrice Fischer to the 9/11 Commemoration Committee for a term to end December 31, 2023.

1/3/2022
A motion to approve was made by Councilmember Bucki, seconded by Councilmember Szukala and unanimously approved 5-0.

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Councilmembers
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 25179 **RESOLUTION 2022-40** **ADOPTED**

Amherst Information Technology Advisory Committee Reappointment

WHEREAS, the purpose of the Information Technology Advisory Committee is to assist the Town Board in the development and implementation of information Technology policy; and

WHEREAS, the Information Technology Advisory Committee, also called the IT Committee, meets quarterly or when the Amherst Town Board requests; and

WHEREAS, the Information Technology Advisory Committee maximum membership is eight (8), with a current membership of six (6); and

WHEREAS, Mary Ann Meyer has expressed interest in continuing to serve on the Information Technology Advisory Committee; and

WHEREAS, John Davis has approached the IT Committee expressing interest in serving on the committee.

NOW, THEREFORE, BE IT RESOLVED that Mary Ann Meyer be re-appointed to the Information Technology Advisory Committee for a term to conclude on December 31, 2025; and

BE IT FURTHER RESOLVED that John Davis be appointed to the Information Technology Advisory Committee for a term to conclude on December 31, 2025.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 25171 **RESOLUTION 2022-41** **ADOPTED**

Amherst Traffic Safety Board Reappointments

WHEREAS, the Amherst Traffic Safety Board, also known as ATSB, 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 currently has a full roster with three members' terms to conclude December 31, 2021; and

WHEREAS, Jennifer Michniewicz, Michelle Nagel, and Ken Smith have expressed interest in continuing on the ATSB for another term.

NOW, THERERFORE, BE IT RESOLVED that the Amherst Town Board re-appoints Jennifer Michniewicz, Michelle Nagel, and Ken Smith for a term to expire December 31, 2024.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 25244 **RESOLUTION 2022-42** **ADOPTED AS AMENDED**

Automatic Granting of Senior and Disability Real Property Tax Exemptions

AGENDA ITEM : JANUARY 3RD, 2022

TO: **Town Board**

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

DATE: **December 29, 2021**

RE: **Automatic Granting of Senior and Disability Real Property Tax Exemptions Pursuant To Executive Order 11.1 2022 Assessment Roll**

WHEREAS, on November 26, 2021, Kathy Hochul, Governor of the State of New York issued Executive Order Number 11, declaring a state disaster emergency for the entire State of New York; and

WHEREAS, on December 26, 2021, the Governor issued Executive Order 11.1, a portion of which includes a local option pertaining to Senior Citizens' and Persons with Disabilities' partial property tax exemption, Subdivisions 7, 7-a and 8 of Section 459-c of the Real Property Tax Law (Partial Tax Exemption for Persons with Disabilities), and Subdivisions 5, 5-a, 5-b, 5-c and 6 of Section 467 of the Real Property Tax Law (Partial Tax Exemption for Low Income Senior Citizens), to the extent necessary to permit the governing body of an assessing unit to adopt a resolution directing the assessor to grant exemptions pursuant to such section on the 2022 assessment roll to all property owners who received either of those exemption on the 2021 assessment roll, unless there has been a change in status that would no longer qualify the homeowner, dispensing with the need for renewal applications from such persons, and further dispensing with the requirement for assessors to mail renewal applications to such persons; and

WHEREAS, the Town wishes to adopt such resolution while also allowing the assessor to require a renewal application to be filed when the assessor has reason to believe that an owner who qualified for the exemption on the 2020 assessment roll may have since changed primary residence, added another owner to the deed, transferred the property to a new owner, or died;

NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of Amherst directs the Town Assessor, pursuant to the New York State Governor's Executive Order 11.1 Continuing Temporary Suspension and Modification of Laws relating to the pandemic disaster emergency, specifically as it pertains to Senior and Disability Exemptions, Section 467 and 459-c of the Real Property Tax Law, to grant exemptions on the ~~2021~~ 2022 Assessment Roll to all property owners who received that exemption on the ~~2020~~ 2021

Assessment Roll, except in the case that there is a change of status that would no longer qualify the homeowner, thereby dispensing with the need for renewal applications from such persons, and further dispensing with the requirement for assessors to mail renewal applications to such persons.

SAA:SJS:nmb
c: Timothy Koller, Deputy Town Clerk (**Agenda Item : January 3, 2022**)
Emily Murphy, Town Assessor

1/3/2022
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Bucki. A motion was then made by Supervisor Kulpa to amend, seconded by Councilmember Bucki and unanimously approved 5-0. The amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 25242 **RESOLUTION 2022-43** **ADOPTED**

Establishing a Records Management Advisory Board

WHEREAS, The Town Clerk acts as custodian for all Town records and provides for the storage, retrieval and disposal of records meeting their retention requirements for all departments of the Town; and

WHEREAS, all records must be maintained in accordance with the New York State Archives Records Retention and Disposition schedules; and

WHEREAS, the Town Board recently commissioned James M. Tammaro to provide an assessment of the Town's Records Management Program including the Town's Records center, and policies, procedures and methods for managing the Town's Records and Information; and

WHEREAS, the consultant has recommended the establishment of a records advisory board to assist the records management officer (RMO) to guide the program and help the RMO promote the program and elicit buy-in from all government officials and employees; and

WHEREAS, the Records Retention Advisory Board can provide guidance in the following areas:

- Identify and prioritize records management problems
- Research and implement solutions to records management problems
- Assist in the development of records management policies and procedures
- Review the records management program and propose improvements when needed
- Promote the program to the governing board and the public
- Lobby the board and chief administrative officer for financial support
- Help appraise records for historical value
- Review retention schedules, ensure schedules are up to date, and propose new items to the Archives as appropriate
- Review and approve records disposition authorizations (for state agencies)

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Amherst Approves the establishment of a Records Management Advisory Board; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Amherst hereby appoints, for a three (3) year term to begin January 31, 2022, the following individuals to the Records Advisory Committee, Francina Spoth (RMO), Dr. Deborah Bruch Bucki (Council member), David Willer (Director of IT), Craig Johnson (Police Dept.), Susan Grelick (Former Supervisor and Respected member of the Public), Joanne Schultz (Town Clerk's Office), representative to be appointed (Engineering Dept.), member to be appointed (Town Historian).

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

n/a

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25241 **RESOLUTION 2022-44** **ADOPTED**

Lasertron Game Room License Application

Game Room License for Lasertron, application approved by the Police and Building Departments.

Lasertron
5101 N Bailey Ave.
Amherst, NY 14226

Total number of games: 22

Games 1 - 5	$200.00
Games 6 - 22	$680.00 (each additional game is $40)
Total Fee	$880.00
Less Application fee	$100.00
Balance Due	$780.00

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

$100 application fee is paid.

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

TOWN OF AMHERST GAME ROOM LICENSE APPLICATION

NAME & ADDRESS OF GAME ROOM: LASERTRON
5101 N BAILEY AVE AMHERST 14226

NAME OF OWNER: LT JOINT VENTURES INC

ADDRESS OF OWNER: PO BOX 930 AMHERST NY 14226-093

PHONE NUMBER: 716-836-0670 SOCIAL SECURITY NUMBER: _____

DATE OF BIRTH: X101

NAME OF OPERATOR OR LEASEE: LASERTRON

ADDRESS: PO BOX 930 AMHERST 14226

PHONE NUMBER: 716-833-8766 SOCIAL SECURITY NUMBER: _____

DATE OF BIRTH: _____

NUMBER OF MACHINES: 22

APPLICATION FEE: $100.00 – nonrefundable (payable: Town of Amherst) (if approved, applied to fee)

*Fees are $200 for machines 1 – 5; over 5 is $40 per machine

DATE: 11/21/21

SIGNATURE OF APPLICANT

****

BUILDING DEPARTMENT:

*NUMBER OF MACHINES_____

_____ APPROVED _____ DENIED

CAPACITY_____

_____ SIGNATURE _____ TITLE

POLICE DEPARTMENT:

*NUMBER OF MACHINES_____

X APPROVED _____ DENIED

CAPACITY_____

_____ SIGNATURE _____ TITLE

TOTAL FEE: $_____

_____
FRANCINA J. SPOTH, TOWN CLERK

Attachment: DOC122921-12292021110930 (RES-2022-44 : Lasertron Game Room License Application)

TOWN OF AMHERST GAME ROOM LICENSE APPLICATION

NAME & ADDRESS OF GAME ROOM: LASERTRON
5101 N BAILEY AVE AMHERST 14226

NAME OF OWNER: LT JOINT VENTURES INC

ADDRESS OF OWNER: PO BOX 930 AMHERST NY 14226-0930

PHONE NUMBER: 716-836-0670 SOCIAL SECURITY NUMBER: _____

DATE OF BIRTH: X101

NAME OF OPERATOR OR LEASEE: LASERTRON

ADDRESS: PO BOX 930 AMHERST 14226

PHONE NUMBER: 716-833-8766 SOCIAL SECURITY NUMBER: _____

DATE OF BIRTH: _____

NUMBER OF MACHINES: 22

APPLICATION FEE: $100.00 – nonrefundable (payable: Town of Amherst) (if approved, applied to fee)

*Fees are $200 for machines 1 – 5; over 5 is $40 per machine

DATE: 11/21/21

SIGNATURE OF APPLICANT

****

BUILDING DEPARTMENT:

*NUMBER OF MACHINES_____

_____ _____
APPROVED DENIED

CAPACITY 416

B Sr. Fire Insp
SIGNATURE TITLE

POLICE DEPARTMENT:

*NUMBER OF MACHINES_____

_____ _____
APPROVED DENIED

CAPACITY_____

_____
SIGNATURE TITLE

TOTAL FEE: $_____

_____
FRANCINA J. SPOTH, TOWN CLERK

Attachment: DOC122921-12292021110930 (RES-2022-44 : Lasertron Game Room License Application)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 25164 B **RESOLUTION 2022-45** **ADOPTED**

NFBOA Conference

Requesting Town Board approval to allow 18 Code Enforcement Officers to attend the 2022 NFBOA Educational Conference being held at the Millenium Hotel, 2040 Walden Avenue, Cheektowaga, NY 14225 on January 24, 25, & 26th, 2022. Educational in-service training is a state requirement.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

B 3620 4120 $4950.00 Conference Charge

B 3620 4010 $1240.00 Annual Membership Dues

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

Niagara Frontier Building Officials Education Conference

INVOICE

November 10, 2021

INVOICE No: CE1001874 - 2022

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: register@codesclass.com

Attendee:
MARK BERKE
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 24 - 26, 2022	$275.00
2022 Annual Dues	$ 40.00
TOTAL AMOUNT DUE	**$315.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

BERKE, MARK
REGISTRATION CONFIRMATION

CE1001874

PLEASE PRINT ALL PAGES OF

THIS DOCUMENT IMMEDIATELY

MARK

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 24 - 26, 2022

The Conference will be held at:
The Millenium Hotel
2040 Walden Avenue
Cheektowaga NY 14225

Registration will begin Monday January 24, 2022 @ 7:00AM
Class starts at 8:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: BERKE
First Name: MARK
Middle Initial:
Address Line 1: 5583 MAIN STREET
Address Line 2:
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: mberke@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: COMMISSIONER OF BUILDING
NY Training Id Num: CE1001874
FDID Num: 15804
Phone Number: 716-631-7100
Fax Number: 716-631-7192

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Education Conference

INVOICE

November 10, 2021

INVOICE No: CE1002366 - 2022

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: register@codesclass.com

Attendee:
ANTHONY BUCCILLI
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 24 - 26, 2022	$275.00
2022 Annual Dues	$ 40.00
TOTAL AMOUNT DUE	**$315.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

BUCCILLI, ANTHONY
REGISTRATION CONFIRMATION

CE1002366

PLEASE PRINT ALL PAGES OF

THIS DOCUMENT IMMEDIATELY

ANTHONY

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 24 - 26, 2022

The Conference will be held at:
The Millenium Hotel
2040 Walden Avenue
Cheektowaga NY 14225

Registration will begin Monday January 24, 2022 @ 7:00AM
Class starts at 8:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: BUCCILLI
First Name: ANTHONY
Middle Initial:
Address Line 1: 5583 MAIN STREET
Address Line 2:
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: abuccilli@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: PROJECT MANAGER
NY Training Id Num: CE1002366
FDID Num: 15804
Phone Number: 716-631-7079
Fax Number:

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Education Conference

INVOICE

November 10, 2021

INVOICE No: NY0358800 - 2022

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: register@codesclass.com

Attendee:
NATHAN CANNA
5583 MAIN ST
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 24 - 26, 2022	$275.00
2022 Annual Dues	$ 40.00
TOTAL AMOUNT DUE	**$315.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

CANNA, NATHAN
REGISTRATION CONFIRMATION

NY0358800

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THIS DOCUMENT IMMEDIATELY

NATHAN

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 24 - 26, 2022

The Conference will be held at:
The Millenium Hotel
2040 Walden Avenue
Cheektowaga NY 14225

Registration will begin Monday January 24, 2022 @ 7:00AM
Class starts at 8:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: CANNA
First Name: NATHAN
Middle Initial: A
Address Line 1: 5583 MAIN ST
Address Line 2:
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: ncanna@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: ASST CODE ENFORCEMENT OFFICER
NY Training Id Num: NY0358800
FDID Num: 15804
Phone Number: 716-631-7080
Fax Number:

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Education Conference

INVOICE

November 10, 2021

INVOICE No: NY0265025 - 2022

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: register@codesclass.com

Attendee:
RICHARD CHUDY
5583 MAIN ST
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 24 - 26, 2022	$275.00
2022 Annual Dues	$ 40.00
TOTAL AMOUNT DUE	**$315.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

CHUDY, RICHARD
REGISTRATION CONFIRMATION

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RICHARD

NY0265025

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 24 - 26, 2022

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The Millenium Hotel
2040 Walden Avenue
Cheektowaga NY 14225

Registration will begin Monday January 24, 2022 @ 7:00AM
Class starts at 8:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: CHUDY
First Name: RICHARD
Middle Initial: D
Address Line 1: 5583 MAIN ST
Address Line 2:
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: rchudy@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: ASST. CODE ENFORCEMENT OFFICER
NY Training Id Num: NY0265025
FDID Num: 15056
Phone Number: 716-631-7080
Fax Number:

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Education Conference

INVOICE

November 10, 2021

INVOICE No: NY0065129 - 2022

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: register@codesclass.com

Attendee:
JONATHAN ERZKUS
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 24 - 26, 2022	$275.00
2022 Annual Dues	$ 40.00
TOTAL AMOUNT DUE	**$315.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

ERZKUS, JONATHAN
REGISTRATION CONFIRMATION

NY0065129

PLEASE PRINT ALL PAGES OF

THIS DOCUMENT IMMEDIATELY

JONATHAN

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 24 - 26, 2022

The Conference will be held at:
The Millenium Hotel
2040 Walden Avenue
Cheektowaga NY 14225

Registration will begin Monday January 24, 2022 @ 7:00AM
Class starts at 8:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: ERZKUS
First Name: JONATHAN
Middle Initial: A
Address Line 1: 5583 MAIN STREET
Address Line 2:
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: jerzkus@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: CODE ENFORCEMENT OFFICER
NY Training Id Num: NY0065129
FDID Num: 15804
Phone Number: 716-631-7093
Fax Number:

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Education Conference

INVOICE

November 10, 2021

INVOICE No: NY0004887 - 2022

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: register@codesclass.com

Attendee:
JOSEPH FRESE
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 24 - 26, 2022	$275.00
2022 Annual Dues	$ 40.00
TOTAL AMOUNT DUE	**$315.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

FRESE, JOSEPH
REGISTRATION CONFIRMATION

NY0004887

PLEASE PRINT ALL PAGES OF

THIS DOCUMENT IMMEDIATELY

JOSEPH

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 24 - 26, 2022

The Conference will be held at:
The Millenium Hotel
2040 Walden Avenue
Cheektowaga NY 14225

Registration will begin Monday January 24, 2022 @ 7:00AM
Class starts at 8:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: FRESE
First Name: JOSEPH
Middle Initial: P
Address Line 1: 5583 MAIN STREET
Address Line 2:
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: jfrese@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: CODE ENFORCEMENT OFFICER
NY Training Id Num: NY0004887
FDID Num: 15804
Phone Number: 716-631-7080
Fax Number:

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Education Conference

INVOICE

November 10, 2021

INVOICE No: NY0003417 - 2022

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: register@codesclass.com

Attendee:
JOHN GARVEN
5583 MAIN ST
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 24 - 26, 2022	$275.00
2022 Annual Dues	$ 40.00
TOTAL AMOUNT DUE	**$315.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

GARVEN, JOHN
REGISTRATION CONFIRMATION

NY0003417

PLEASE PRINT ALL PAGES OF

THIS DOCUMENT IMMEDIATELY

JOHN

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 24 - 26, 2022

The Conference will be held at:
The Millenium Hotel
2040 Walden Avenue
Cheektowaga NY 14225

Registration will begin Monday January 24, 2022 @ 7:00AM
Class starts at 8:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: GARVEN
First Name: JOHN
Middle Initial: S
Address Line 1: 5583 MAIN ST
Address Line 2:
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: jgarven@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: ELECTRICAL INSPECTOR
NY Training Id Num: NY0003417
FDID Num: 15804
Phone Number: 716-631-7070
Fax Number:

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Education Conference

INVOICE

November 10, 2021

INVOICE No: NY0007984 - 2022

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: register@codesclass.com

Attendee:
DOUGLAS GESEL
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 24 - 26, 2022	$275.00
2022 Annual Dues	$ 40.00
TOTAL AMOUNT DUE	**$315.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

GESEL, DOUGLAS
REGISTRATION CONFIRMATION

NY0007984

PLEASE PRINT ALL PAGES OF

THIS DOCUMENT IMMEDIATELY

DOUGLAS

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 24 - 26, 2022

The Conference will be held at:
The Millenium Hotel
2040 Walden Avenue
Cheektowaga NY 14225

Registration will begin Monday January 24, 2022 @ 7:00AM
Class starts at 8:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: GESEL
First Name: DOUGLAS
Middle Initial: G
Address Line 1: 5583 MAIN STREET
Address Line 2:
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: dgesel@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: SUPERVISING CEO
NY Training Id Num: NY0007984
FDID Num: 15804
Phone Number: 716-631-7080
Fax Number:

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Education Conference

INVOICE

November 10, 2021

INVOICE No: NY0041161 - 2022

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: register@codesclass.com

Attendee:
KRISTA HALT
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 24 - 26, 2022	$275.00
2022 Annual Dues	$ 40.00
TOTAL AMOUNT DUE	**$315.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

HALT, KRISTA
REGISTRATION CONFIRMATION

NY0041161

PLEASE PRINT ALL PAGES OF

THIS DOCUMENT IMMEDIATELY

KRISTA

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 24 - 26, 2022

The Conference will be held at:
The Millenium Hotel
2040 Walden Avenue
Cheektowaga NY 14225

Registration will begin Monday January 24, 2022 @ 7:00AM
Class starts at 8:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: HALT
First Name: KRISTA
Middle Initial: B
Address Line 1: 5583 MAIN STREET
Address Line 2:
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: khalt@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: FIRE INSPECTOR
NY Training Id Num: NY0041161
FDID Num: 15804
Phone Number: 716-631-7141
Fax Number:

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Education Conference

INVOICE

November 10, 2021

INVOICE No: NY0002058 - 2022

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: register@codesclass.com

Attendee:
DANIEL HOOPER
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 24 - 26, 2022	$275.00
2022 Annual Dues	$ 40.00
TOTAL AMOUNT DUE	**$315.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

HOOPER, DANIEL
REGISTRATION CONFIRMATION

NY0002058

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THIS DOCUMENT IMMEDIATELY

DANIEL

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 24 - 26, 2022

The Conference will be held at:
The Millenium Hotel
2040 Walden Avenue
Cheektowaga NY 14225

Registration will begin Monday January 24, 2022 @ 7:00AM
Class starts at 8:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: HOOPER
First Name: DANIEL
Middle Initial: M
Address Line 1: 5583 MAIN STREET
Address Line 2:
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: dhooper@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: ASST CEO
NY Training Id Num: NY0002058
FDID Num: 15056
Phone Number: 716-631-7142
Fax Number:

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Education Conference

INVOICE

November 10, 2021

INVOICE No: NY0061440 - 2022

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: register@codesclass.com

Attendee:
MARK MC CORMICK
CODE ENFORCEMENT OFFICER
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 24 - 26, 2022	$275.00
2022 Annual Dues	$ 40.00
TOTAL AMOUNT DUE	**$315.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

MC CORMICK, MARK
REGISTRATION CONFIRMATION

NY0061440

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THIS DOCUMENT IMMEDIATELY

MARK

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 24 - 26, 2022

The Conference will be held at:
The Millenium Hotel
2040 Walden Avenue
Cheektowaga NY 14225

Registration will begin Monday January 24, 2022 @ 7:00AM
Class starts at 8:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: MC CORMICK
First Name: MARK
Middle Initial:
Address Line 1: CODE ENFORCEMENT OFFICER
Address Line 2: 5583 MAIN STREET
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: mmccormick@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: CEO
NY Training Id Num: NY0061440
FDID Num: 15804
Phone Number: 716-683-7084
Fax Number: 716-631-7192

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Education Conference

INVOICE

November 10, 2021

INVOICE No: NY0071370 - 2022

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: register@codesclass.com

Attendee:
SHARON NAPOLSKI
ASST CODE ENFORCEMENT OFFICER
5583 MAIN ST
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 24 - 26, 2022	$275.00
2022 Annual Dues	$ 40.00
TOTAL AMOUNT DUE	**$315.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

NAPOLSKI, SHARON
REGISTRATION CONFIRMATION

NY0071370

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THIS DOCUMENT IMMEDIATELY

SHARON

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 24 - 26, 2022

The Conference will be held at:
The Millenium Hotel
2040 Walden Avenue
Cheektowaga NY 14225

Registration will begin Monday January 24, 2022 @ 7:00AM
Class starts at 8:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: NAPOLSKI
First Name: SHARON
Middle Initial: A
Address Line 1: ASST CODE ENFORCEMENT OFFICER
Address Line 2: 5583 MAIN ST
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: snapolski@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: ASST CEO
NY Training Id Num: NY0071370
FDID Num: 15804
Phone Number: 716-631-7066
Fax Number:

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Education Conference

INVOICE

November 10, 2021

INVOICE No: NY0071371 - 2022

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: register@codesclass.com

Attendee:
JAMES PIASECKI
CODE ENFORCEMENT OFFICER
5583 MAIN ST
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 24 - 26, 2022	$275.00
2022 Annual Dues	$ 40.00
TOTAL AMOUNT DUE	**$315.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

PIASECKI, JAMES
REGISTRATION CONFIRMATION

NY0071371

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THIS DOCUMENT IMMEDIATELY

JAMES

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 24 - 26, 2022

The Conference will be held at:
The Millenium Hotel
2040 Walden Avenue
Cheektowaga NY 14225

Registration will begin Monday January 24, 2022 @ 7:00AM
Class starts at 8:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: PIASECKI
First Name: JAMES
Middle Initial: R
Address Line 1: CODE ENFORCEMENT OFFICER
Address Line 2: 5583 MAIN ST
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: jpiasecki@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: CODE ENFORCEMENT OFFICER
NY Training Id Num: NY0071371
FDID Num: 15804
Phone Number: 716-631-7080
Fax Number:

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Education Conference

INVOICE

November 10, 2021

INVOICE No: NY0002060 - 2022

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: register@codesclass.com

Attendee:
JOHN PIDGEON
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 24 - 26, 2022	$275.00
2022 Annual Dues	$ 40.00
TOTAL AMOUNT DUE	**$315.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

PIDGEON, JOHN
REGISTRATION CONFIRMATION

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THIS DOCUMENT IMMEDIATELY

JOHN

NY0002060

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 24 - 26, 2022

The Conference will be held at:
The Millenium Hotel
2040 Walden Avenue
Cheektowaga NY 14225

Registration will begin Monday January 24, 2022 @ 7:00AM
Class starts at 8:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: PIDGEON
First Name: JOHN
Middle Initial: M
Address Line 1: 5583 MAIN STREET
Address Line 2:
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: jpidgeon@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: FIRE INSPECTOR
NY Training Id Num: NY0002060
FDID Num: 15044
Phone Number: 716-631-7095
Fax Number:

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Education Conference

INVOICE

November 12, 2021

INVOICE No: CE1002787 - 2022

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: register@codesclass.com

Attendee:
WILLIAM PRENEVAU
5582 MAIN ST
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 24 - 26, 2022	$275.00
2022 Annual Dues	$ 40.00
TOTAL AMOUNT DUE	**$315.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

PRENEVAU, WILLIAM
REGISTRATION CONFIRMATION

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THIS DOCUMENT IMMEDIATELY

WILLIAM

CE1002787

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 24 - 26, 2022

The Conference will be held at:
The Millenium Hotel
2040 Walden Avenue
Cheektowaga NY 14225

Registration will begin Monday January 24, 2022 @ 7:00AM
Class starts at 8:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: PRENEVAU
First Name: WILLIAM
Middle Initial:
Address Line 1: 5582 MAIN ST
Address Line 2:
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: wprenevau@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: BUILDING & ZONING CLERK
NY Training Id Num: CE1002787
FDID Num: 15804
Phone Number: 716-631-7091
Fax Number:

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Education Conference

INVOICE

November 12, 2021

INVOICE No: CE1002810 - 2022

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: register@codesclass.com

Attendee:
KARRIE PRINCESS
5583 MAIN ST
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 24 - 26, 2022	$275.00
2022 Annual Dues	$ 40.00
TOTAL AMOUNT DUE	**$315.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

PRINCESS, KARRIE
REGISTRATION CONFIRMATION

CE1002810

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THIS DOCUMENT IMMEDIATELY

KARRIE

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 24 - 26, 2022

The Conference will be held at:
The Millenium Hotel
2040 Walden Avenue
Cheektowaga NY 14225

Registration will begin Monday January 24, 2022 @ 7:00AM
Class starts at 8:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: PRINCESS
First Name: KARRIE
Middle Initial:
Address Line 1: 5583 MAIN ST
Address Line 2:
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: kprincess@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: BUILDING & ZONING CLERK
NY Training Id Num: CE1002810
FDID Num: 15804
Phone Number: 716-631-7017
Fax Number:

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Education Conference

INVOICE

November 10, 2021

INVOICE No: CE1000785 - 2022

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: register@codesclass.com

Attendee:
MARK TAYLOR
PLUMBING INSP
5583 MAIN ST
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 24 - 26, 2022	$275.00
2022 Annual Dues	$ 40.00
TOTAL AMOUNT DUE	**$315.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

TAYLOR, MARK
REGISTRATION CONFIRMATION

CE1000785

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THIS DOCUMENT IMMEDIATELY

MARK

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 24 - 26, 2022

The Conference will be held at:
The Millenium Hotel
2040 Walden Avenue
Cheektowaga NY 14225

Registration will begin Monday January 24, 2022 @ 7:00AM
Class starts at 8:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: TAYLOR
First Name: MARK
Middle Initial:
Address Line 1: PLUMBING INSP
Address Line 2: 5583 MAIN ST
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: mtaylor@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: PLUMBING INSP
NY Training Id Num: CE1000785
FDID Num: 15804
Phone Number: 716-631-7088
Fax Number:

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Education Conference

INVOICE

November 10, 2021

INVOICE No: CE1001703 - 2022

Payable To:
NFBOA EDUCATION COMMITTEE
P O Box 435
Tonawanda NY 14150

email: register@codesclass.com

Attendee:
DAVID WINNERT II
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Attendance at The Niagara Frontier Building Officials Education Conference January 24 - 26, 2022	$275.00
2022 Annual Dues	$ 40.00
TOTAL AMOUNT DUE	**$315.00**

PLEASE MAKE CHECKS PAYABLE TO: NFBOA EDUCATION COMMITTEE
SORRY WE DO NOT ACCEPT CREDIT CARDS

TAX ID: 22-2946384
NYS VENDOR ID: 1000030486

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

WINNERT II, DAVID
REGISTRATION CONFIRMATION

CE1001703

PLEASE PRINT ALL PAGES OF

THIS DOCUMENT IMMEDIATELY

DAVID

Congratulations. You have been confirmed for Attendance at
The Niagara Frontier Building Officials Education Conference
January 24 - 26, 2022

The Conference will be held at:
The Millenium Hotel
2040 Walden Avenue
Cheektowaga NY 14225

Registration will begin Monday January 24, 2022 @ 7:00AM
Class starts at 8:00AM sharp

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: WINNERT II
First Name: DAVID
Middle Initial:
Address Line 1: 5583 MAIN STREET
Address Line 2:
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: dwinnert@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
Title: ASST PLUMBING INSPECTOR
NY Training Id Num: CE1001703
FDID Num: 15804
Phone Number: 716-631-7090
Fax Number:

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Association

INVOICE

November 10, 2021

INVOICE No: NY0007947 -DUES

Payable To:

NFBOA
P O BOX 435
TONAWANDA NY 14150

Contact Michael Muscarella: nfboa@outlook.com

2022 MEMBERSHIP DUES FOR:

BRYAN PARNELL
SR FIRE INSPECTOR
5583 MAIN STREET
WILLIAMSVILLE NY 14221

NIAGARA FRONTIER BUILDING OFFICIALS ASSOCIATION	
2022 MEMBERSHIP DUES	$40.00

PLEASE MAKE CHECKS PAYABLE TO: NFBOA
SORRY WE DO NOT ACCEPT CREDIT CARDS
TAX ID: 22-2946384

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Association

INVOICE

November 10, 2021

INVOICE No: NY0039264 -DUES

Payable To:

NFBOA
P O BOX 435
TONAWANDA NY 14150

Contact Michael Muscarella: nfboa@outlook.com

2022 MEMBERSHIP DUES FOR:

DAVID MASTRELLA
5583 MAIN ST
WILLIAMSVILLE NY 14221

NIAGARA FRONTIER BUILDING OFFICIALS ASSOCIATION 2022 MEMBERSHIP DUES	$40.00

PLEASE MAKE CHECKS PAYABLE TO: NFBOA
SORRY WE DO NOT ACCEPT CREDIT CARDS
TAX ID: 22-2946384

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Association

INVOICE

November 10, 2021

INVOICE No: NY0004888 -DUES

Payable To:

NFBOA
P O BOX 435
TONAWANDA NY 14150

Contact Michael Muscarella: nfboa@outlook.com

2022 MEMBERSHIP DUES FOR:

GERARD MAYERS
SR PLUMBING INSPECTOR
5583 MAIN STREET
WILLIAMSVILLE NY 14221

NIAGARA FRONTIER BUILDING OFFICIALS ASSOCIATION	
2022 MEMBERSHIP DUES	$40.00

PLEASE MAKE CHECKS PAYABLE TO: NFBOA
SORRY WE DO NOT ACCEPT CREDIT CARDS
TAX ID: 22-2946384

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Association

INVOICE

November 10, 2021

INVOICE No: NY0007976 -DUES

Payable To:

NFBOA
P O BOX 435
TONAWANDA NY 14150

Contact Michael Muscarella: nfboa@outlook.com

2022 MEMBERSHIP DUES FOR:

ALAN HERBERGER
SR. PLUMBING INSPECTOR
5583 MAIN STREET
WILLIAMSVILLE NY 14221

NIAGARA FRONTIER BUILDING OFFICIALS ASSOCIATION	
2022 MEMBERSHIP DUES	$40.00

PLEASE MAKE CHECKS PAYABLE TO: NFBOA
SORRY WE DO NOT ACCEPT CREDIT CARDS
TAX ID: 22-2946384

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Association

INVOICE

November 10, 2021

INVOICE No: NY0004912 -DUES

Payable To:

NFBOA
P O BOX 435
TONAWANDA NY 14150

Contact Michael Muscarella: nfboa@outlook.com

2022 MEMBERSHIP DUES FOR:

THOMAS TRABERT JR.
SR CODE ENFORCEMENT OFFICER
5583 MAIN STREET
WILLIAMSVILLE NY 14221

NIAGARA FRONTIER BUILDING OFFICIALS ASSOCIATION	
2022 MEMBERSHIP DUES	$40.00

PLEASE MAKE CHECKS PAYABLE TO: NFBOA
SORRY WE DO NOT ACCEPT CREDIT CARDS
TAX ID: 22-2946384

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Association

INVOICE

November 10, 2021

INVOICE No: CE1000299 -DUES

Payable To:

NFBOA
P O BOX 435
TONAWANDA NY 14150

2022 MEMBERSHIP DUES FOR:

SUSAN ROBERTS
5583 MAIN ST
WILLIAMSVILLE NY 14221

NIAGARA FRONTIER BUILDING OFFICIALS ASSOCIATION	
2022 MEMBERSHIP DUES	40.00

PLEASE MAKE CHECKS PAYABLE TO: NFBOA
TAX ID: 22-2946384

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Association

INVOICE

November 10, 2021

INVOICE No: NY0071374 -DUES

Payable To:

NFBOA
P O BOX 435
TONAWANDA NY 14150

Contact Michael Muscarella: nfboa@outlook.com

2022 MEMBERSHIP DUES FOR:

JENNIFER STEPHENS
ASSISTANT CEO
5583 MAIN ST
WILLIAMSVILLE NY 14221

NIAGARA FRONTIER BUILDING OFFICIALS ASSOCIATION 2022 MEMBERSHIP DUES	$40.00

PLEASE MAKE CHECKS PAYABLE TO: NFBOA
SORRY WE DO NOT ACCEPT CREDIT CARDS
TAX ID: 22-2946384

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Association

INVOICE

November 10, 2021

INVOICE No: NY0071359 -DUES

Payable To:

NFBOA
P O BOX 435
TONAWANDA NY 14150

Contact Michael Muscarella: nfboa@outlook.com

2022 MEMBERSHIP DUES FOR:

LARRY HULL
CODE ENFORCEMENT OFFICER
WILLIAMSVILLE NY 14221

NIAGARA FRONTIER BUILDING OFFICIALS ASSOCIATION	
2022 MEMBERSHIP DUES	$40.00

PLEASE MAKE CHECKS PAYABLE TO: NFBOA
SORRY WE DO NOT ACCEPT CREDIT CARDS
TAX ID: 22-2946384

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Association

INVOICE

November 10, 2021

INVOICE No: CE1002393 -DUES

Payable To:

NFBOA
P O BOX 435
TONAWANDA NY 14150

Contact Michael Muscarella: nfboa@outlook.com

2022 MEMBERSHIP DUES FOR:

SEAN PELLOW
5583 MAIN STREET
WILLIAMSVILLE NY 14221

NIAGARA FRONTIER BUILDING OFFICIALS ASSOCIATION 2022 MEMBERSHIP DUES	$40.00

PLEASE MAKE CHECKS PAYABLE TO: NFBOA
SORRY WE DO NOT ACCEPT CREDIT CARDS
TAX ID: 22-2946384

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Association

INVOICE

November 10, 2021

INVOICE No: NY0008012 -DUES

Payable To:

NFBOA
P O BOX 435
TONAWANDA NY 14150

Contact Michael Muscarella: nfboa@outlook.com

2022 MEMBERSHIP DUES FOR:

DOUGLAS BORIS
SR CODE ENFORCEMENT OFFICER
5583 MAIN STREET
WILLIAMSVILLE NY 14221

NIAGARA FRONTIER BUILDING OFFICIALS ASSOCIATION	
2022 MEMBERSHIP DUES	$40.00

PLEASE MAKE CHECKS PAYABLE TO: NFBOA
SORRY WE DO NOT ACCEPT CREDIT CARDS
TAX ID: 22-2946384

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Association

INVOICE

November 10, 2021

INVOICE No: NY0002487 -DUES

Payable To:

NFBOA
P O BOX 435
TONAWANDA NY 14150

Contact Michael Muscarella: nfboa@outlook.com

2022 MEMBERSHIP DUES FOR:

JOSEPH HOEHMAN JR.
5583 MAIN STREET
WILLIAMSVILLE NY 14221

NIAGARA FRONTIER BUILDING OFFICIALS ASSOCIATION 2022 MEMBERSHIP DUES	$40.00

PLEASE MAKE CHECKS PAYABLE TO: NFBOA
SORRY WE DO NOT ACCEPT CREDIT CARDS
TAX ID: 22-2946384

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Association

INVOICE

November 15, 2021

INVOICE No: CE1002890 -DUES

Payable To:

NFBOA
P O BOX 435
TONAWANDA NY 14150

2022 MEMBERSHIP DUES FOR:

CONRAD NAGEL
5583 MAIN ST
WILLIAMSVILLE NY 14221

NIAGARA FRONTIER BUILDING OFFICIALS ASSOCIATION 2022 MEMBERSHIP DUES	$40.00

PLEASE MAKE CHECKS PAYABLE TO: NFBOA
TAX ID: 22-2946384

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

Niagara Frontier Building Officials Association

INVOICE

November 15, 2021

INVOICE No: CE1002876 -DUES

Payable To:

NFBOA
P O BOX 435
TONAWANDA NY 14150

2022 MEMBERSHIP DUES FOR:

GARY NAYLOR
5583 MAIN ST
WILLIAMSVILLE NY 14221

NIAGARA FRONTIER BUILDING OFFICIALS ASSOCIATION 2022 MEMBERSHIP DUES	$40.00

PLEASE MAKE CHECKS PAYABLE TO: NFBOA
TAX ID: 22-2946384

Attachment: DOC121621-12162021135155 (RES-2022-45 : 2022 NFBOA Conference)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 25165 **RESOLUTION 2022-46** **ADOPTED**

FLBOA Conference

Requesting Town Board approval to allow 7 Code Enforcement Officers to attend the 2022 FLBOA Educational Conference in Henrietta, NY March 14-16, 2022 for the state required in-service training..

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

B 3620 4120 $2730.00

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

FLBOA Finger Lakes Building Officials Association, Inc.

INVOICE

November 18, 2021

INVOICE No: NY0008012 - 2022

Payable To:
FLBOA
PO BOX 1117
PENFIELD NY 14526

Phone: 585-340-8635

Please mail a copy of this invoice with payment so we can process correctly.
Or make sure all invoice numbers are included with the check.

Attendee:
DOUGLAS BORIS
SR CODE ENFORCEMENT OFFICER
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Attendance at The FINGER LAKES BUILDING OFFICIALS EDUCATIONAL CONFERENCE
March 14 - 16, 2022 $390.00

TOTAL AMOUNT DUE $390.00

PLEASE MAKE CHECKS PAYABLE TO: FLBOA

TAX ID: 16-1169037

NYS VENDOR ID: 1000028763

Registrar: Andy Suveges

Email: suveges@penfield.org
Fax: 585-340-8644

Attachment: DOC121621-12162021141232 (RES-2022-46 : 2022 FLBOA Conference)

BORIS , DOUGLAS
REGISTRATION CONFIRMATION

NY0008012

PLEASE PRINT ALL PAGES OF

THIS DOCUMENT IMMEDIATELY

DOUGLAS

Congratulations. You have been confirmed for Attendance at
The FINGER LAKES BUILDING OFFICIALS EDUCATIONAL CONFERENCE
March 14 - 16, 2022

The Conference will be held at:
RIT INN & CONFERENCE CENTER
5257 WEST HENRIETTA ROAD
HENRIETTA NY 14467

Pre-registration will be on Sunday March 13, 2022 from 3:00pm to 5:00pm.
Registration resumes Monday March 14, 2022 at 6:30am.
Class starts Monday March 14, 2022 at 7:45am SHARP and 8:00am the following days.

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: BORIS
First Name: DOUGLAS
Middle Initial: S
Title: SENIOR CEO
Address Line 1: SR CODE ENFORCEMENT OFFICER
Address Line 2: 5583 MAIN STREET
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: dboris@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
NY Training Id Num: NY0008012
FDID Num: 15804
Phone Number: 716-631-7080
Monday Meal: NONE
County: Erie

Attachment: DOC121621-12162021141232 (RES-2022-46 : 2022 FLBOA Conference)

FLBOA Finger Lakes Building Officials Association, Inc.

INVOICE

November 18, 2021

INVOICE No: NY0007976 - 2022

Payable To:

FLBOA
PO BOX 1117
PENFIELD NY 14526

Phone: 585-340-8635
PLEASE REMIT TO NEW ADDRESS ABOVE
Fax: 585-340-8644

Attendee:

ALAN HERBERGER
SR. PLUMBING INSPECTOR
5583 MAIN STREET
WILLIAMSVILLE NY 14221

ATTENDANCE AT THE FINGER LAKES BUILDING OFFICIALS EDUCATIONAL CONFERENCE March 14 - 16, 2022	$390.00
TOTAL AMOUNT DUE	**$390.00**

PLEASE MAKE CHECKS PAYABLE TO: FLBOA
TAX ID: 16-1169037

NYS VENDOR ID: 1000028763

Attachment: DOC121621-12162021141232 (RES-2022-46 : 2022 FLBOA Conference)

HERBERGER , ALAN
REGISTRATION CONFIRMATION

PLEASE PRINT ALL PAGES OF

THIS DOCUMENT IMMEDIATELY

NY0007976

ALAN

Congratulations. You have been confirmed for Attendance at
The FINGER LAKES BUILDING OFFICIALS EDUCATIONAL CONFERENCE
March 14 - 16, 2022

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RIT INN & CONFERENCE CENTER
5257 WEST HENRIETTA ROAD
HENRIETTA NY 14467

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Class starts Monday March 14, 2022 at 7:45am SHARP and 8:00am the following days.

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: HERBERGER
First Name: ALAN
Middle Initial: D
Title: SR PLUMBING INSPECTOR
Address Line 1: SR. PLUMBING INSPECTOR
Address Line 2: 5583 MAIN STREET
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: aherberger@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
NY Training Id Num: NY0007976
FDID Num: 15804
Phone Number: 716-631-7145
Monday Meal: NONE
County: Erie

Attachment: DOC121621-12162021141232 (RES-2022-46 : 2022 FLBOA Conference)

FLBOA Finger Lakes Building Officials Association, Inc.

INVOICE

November 18, 2021

INVOICE No: NY0002487 - 2022

Payable To:

FLBOA
PO BOX 1117
PENFIELD NY 14526

Phone: 585-340-8635
PLEASE REMIT TO NEW ADDRESS ABOVE
Fax: 585-340-8644

Attendee:

JOSEPH HOEHMAN JR.
5583 MAIN STREET
WILLIAMSVILLE NY 14221

ATTENDANCE AT THE FINGER LAKES BUILDING OFFICIALS EDUCATIONAL CONFERENCE March 14 - 16, 2022	$ 390.00
TOTAL AMOUNT DUE	**$390.00**

PLEASE MAKE CHECKS PAYABLE TO: FLBOA
TAX ID: 16-1169037

NYS VENDOR ID: 1000028763

Attachment: DOC121621-12162021141232 (RES-2022-46 : 2022 FLBOA Conference)

HOEHMAN JR. , JOSEPH
REGISTRATION CONFIRMATION

PLEASE PRINT ALL PAGES OF

THIS DOCUMENT IMMEDIATELY

JOSEPH

NY0002487

Congratulations. You have been confirmed for Attendance at
The FINGER LAKES BUILDING OFFICIALS EDUCATIONAL CONFERENCE
March 14 - 16, 2022

The Conference will be held at:
RIT INN & CONFERENCE CENTER
5257 WEST HENRIETTA ROAD
HENRIETTA NY 14467

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Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: HOEHMAN JR.
First Name: JOSEPH
Middle Initial: D
Title: ELECTRICAL INSPECTOR
Address Line 1: 5583 MAIN STREET
Address Line 2:
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: jhoehman@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
NY Training Id Num: NY0002487
FDID Num: 15804
Phone Number: 716-631-7080
Monday Meal: NONE
County: Eire

Attachment: DOC121621-12162021141232 (RES-2022-46 : 2022 FLBOA Conference)

FLBOA Finger Lakes Building Officials Association, Inc.

INVOICE

November 18, 2021

INVOICE No: NY0071359 - 2022

Payable To:
FLBOA
PO BOX 1117
PENFIELD NY 14526

Phone: 585-340-8635

Please mail a copy of this invoice with payment so we can process correctly.
Or make sure all invoice numbers are included with the check.

Attendee:
LARRY HULL
CODE ENFORCEMENT OFFICER
WILLIAMSVILLE NY 14221

Attendance at The FINGER LAKES BUILDING OFFICIALS EDUCATIONAL CONFERENCE March 14 - 16, 2022	$390.00
TOTAL AMOUNT DUE	**$390.00**

PLEASE MAKE CHECKS PAYABLE TO: FLBOA

TAX ID: 16-1169037

NYS VENDOR ID: 1000028763

Registrar: Andy Suveges

Email: suveges@penfield.org
Fax: 585-340-8644

Attachment: DOC121621-12162021141232 (RES-2022-46 : 2022 FLBOA Conference)

HULL , LARRY
REGISTRATION CONFIRMATION

PLEASE PRINT ALL PAGES OF

THIS DOCUMENT IMMEDIATELY

LARRY

NY0071359

Congratulations. You have been confirmed for Attendance at
The FINGER LAKES BUILDING OFFICIALS EDUCATIONAL CONFERENCE
March 14 - 16, 2022

The Conference will be held at:
RIT INN & CONFERENCE CENTER
5257 WEST HENRIETTA ROAD
HENRIETTA NY 14467

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Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: HULL
First Name: LARRY
Middle Initial: V
Title: CEO
Address Line 1: CODE ENFORCEMENT OFFICER
Address Line 2:
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: lhull@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
NY Training Id Num: NY0071359
FDID Num: 15804
Phone Number: 716-631-7080
Monday Meal: NONE
County: ERIE

Attachment: DOC121621-12162021141232 (RES-2022-46 : 2022 FLBOA Conference)

FLBOA Finger Lakes Building Officials Association, Inc.

INVOICE

November 18, 2021

INVOICE No: NY0004888 - 2022

Payable To:

FLBOA
PO BOX 1117
PENFIELD NY 14526

Phone: 585-340-8635
PLEASE REMIT TO NEW ADDRESS ABOVE
Fax: 585-340-8644

Attendee:

GERARD MAYERS
SR PLUMBING INSPECTOR
5583 MAIN STREET
WILLIAMSVILLE NY 14221

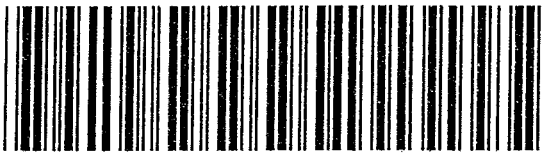
ATTENDANCE AT THE FINGER LAKES BUILDING OFFICIALS EDUCATIONAL CONFERENCE March 14 - 16, 2022	$ 390.00
TOTAL AMOUNT DUE	**$390.00**

PLEASE MAKE CHECKS PAYABLE TO: FLBOA
TAX ID: 16-1169037

NYS VENDOR ID: 1000028763

Attachment: DOC121621-12162021141232 (RES-2022-46 : 2022 FLBOA Conference)

MAYERS , GERARD
REGISTRATION CONFIRMATION


NY0004888

PLEASE PRINT ALL PAGES OF

THIS DOCUMENT IMMEDIATELY

GERARD

Congratulations. You have been confirmed for Attendance at
The FINGER LAKES BUILDING OFFICIALS EDUCATIONAL CONFERENCE
March 14 - 16, 2022

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5257 WEST HENRIETTA ROAD
HENRIETTA NY 14467

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Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: MAYERS
First Name: GERARD
Middle Initial: M
Title: SR PLUMBING INSP
Address Line 1: SR PLUMBING INSPECTOR
Address Line 2: 5583 MAIN STREET
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: gmayers@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
NY Training Id Num: NY0004888
FDID Num: 15804
Phone Number: 716-631-7089
Monday Meal: NONE
County: Erie

Attachment: DOC121621-12162021141232 (RES-2022-46 : 2022 FLBOA Conference)

FLBOA Finger Lakes Building Officials Association, Inc.

INVOICE

November 18, 2021

INVOICE No: NY0007947 - 2022

Payable To:

FLBOA
PO BOX 1117
PENFIELD NY 14526

Phone: 585-340-8635
PLEASE REMIT TO NEW ADDRESS ABOVE
Fax: 585-340-8644

Attendee:

BRYAN PARNELL
SR FIRE INSPECTOR
5583 MAIN STREET
WILLIAMSVILLE NY 14221

ATTENDANCE AT THE FINGER LAKES BUILDING OFFICIALS EDUCATIONAL CONFERENCE March 14 - 16, 2022	$ 390.00
TOTAL AMOUNT DUE	**$390.00**

PLEASE MAKE CHECKS PAYABLE TO: FLBOA
TAX ID: 16-1169037

NYS VENDOR ID: 1000028763

Attachment: DOC121621-12162021141232 (RES-2022-46 : 2022 FLBOA Conference)

PARNELL , BRYAN
REGISTRATION CONFIRMATION

PLEASE PRINT ALL PAGES OF

THIS DOCUMENT IMMEDIATELY

BRYAN

NY0007947

Congratulations. You have been confirmed for Attendance at
The FINGER LAKES BUILDING OFFICIALS EDUCATIONAL CONFERENCE
March 14 - 16, 2022

The Conference will be held at:
RIT INN & CONFERENCE CENTER
5257 WEST HENRIETTA ROAD
HENRIETTA NY 14467

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Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: PARNELL
First Name: BRYAN
Middle Initial: W
Title: SR FIRE INSPECTOR
Address Line 1: SR FIRE INSPECTOR
Address Line 2: 5583 MAIN STREET
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: bparnell@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
NY Training Id Num: NY0007947
FDID Num: 15804
Phone Number: 716-631-7140
Monday Meal: NONE
County: ERIE

Attachment: DOC121621-12162021141232 (RES-2022-46 : 2022 FLBOA Conference)

FLBOA Finger Lakes Building Officials Association, Inc.

INVOICE

November 18, 2021

INVOICE No: NY0004912 - 2022

Payable To:

FLBOA
PO BOX 1117
PENFIELD NY 14526

Phone: 585-340-8635
PLEASE REMIT TO NEW ADDRESS ABOVE
Fax: 585-340-8644

Attendee:

THOMAS TRABERT JR.
SR CODE ENFORCEMENT OFFICER
5583 MAIN STREET
WILLIAMSVILLE NY 14221

ATTENDANCE AT THE FINGER LAKES BUILDING OFFICIALS EDUCATIONAL CONFERENCE March 14 - 16, 2022	$ 390.00
TOTAL AMOUNT DUE	**$390.00**

PLEASE MAKE CHECKS PAYABLE TO: FLBOA
TAX ID: 16-1169037

NYS VENDOR ID: 1000028763

Attachment: DOC121621-12162021141232 (RES-2022-46 : 2022 FLBOA Conference)

TRABERT JR. , THOMAS
REGISTRATION CONFIRMATION

NY0004912

PLEASE PRINT ALL PAGES OF

THIS DOCUMENT IMMEDIATELY

THOMAS

Congratulations. You have been confirmed for Attendance at
The FINGER LAKES BUILDING OFFICIALS EDUCATIONAL CONFERENCE
March 14 - 16, 2022

The Conference will be held at:
RIT INN & CONFERENCE CENTER
5257 WEST HENRIETTA ROAD
HENRIETTA NY 14467

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Registration resumes Monday March 14, 2022 at 6:30am.
Class starts Monday March 14, 2022 at 7:45am SHARP and 8:00am the following days.

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

Last Name: TRABERT JR.
First Name: THOMAS
Middle Initial: L
Title: SENIOR CEO
Address Line 1: SR CODE ENFORCEMENT OFFICER
Address Line 2: 5583 MAIN STREET
City: WILLIAMSVILLE
State: NY
Zip: 14221
email: ttrabert@amherst.ny.us
Municipality or firm: TOWN OF AMHERST
NY Training Id Num: NY0004912
FDID Num: 15804
Phone Number: 716-631-7080
Monday Meal: NONE
County: ERIE

Attachment: DOC121621-12162021141232 (RES-2022-46 : 2022 FLBOA Conference)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 25166 A **RESOLUTION 2022-47** **ADOPTED**

Edmunds Govtech (IPS 2022 Maintenance Contract) CRS# 3091

Please authorize the Supervisor to sign the contract between the Town of Amherst and Edmunds GovTech (formally BAS) located at 301 Tilton Rd., Northfield, NJ 08225. Subject to completion of the contract routing process.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

B 3620 4110 $31,310.00

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

Kimble, Gina

From: Keileigh Parker <kparker@edmundsgovtech.com>
Sent: Thursday, December 16, 2021 1:35 PM
To: Kimble, Gina
Subject: EGT - Signed Contract
Attachments: Amherst_SignedContract.pdf

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.
Good afternoon Gina,

Attached is a copy of the signed contract for Amherst Town, NY. The original has been placed in the mail and the requested insurance certificate will soon follow.

Please let me know of any questions.

Sincerely,

Keileigh Parker
Administrative Assistant
Edmunds GovTech
609.645.7333
www.EdmundsGovTech.com

Attachment: DOC121621-12162021154847 (RES-2022-47 : Edmunds Govtech (IPS 2022 Maintenance Contract))

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 hereundor, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Edmunds Govtech

Signature:

Print Name: Richard Ervin

Title: SVP

Date: 12/16/21

Sworn To Before Me This

16 Day of December, 2021

Notary Public

KEILEIGH D. PARKER
NOTARY PUBLIC OF NEW JERSEY
Commission # 50061534
My Commission Expires 5/31/2022

Revised 4.2017

Attachment: DOC121621-12162021154847 (RES-2022-47 : Edmunds Govtech (IPS 2022 Maintenance Contract))

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-

Attachment: DOC121621-12162021154847 (RES-2022-47 : Edmunds Govtech (IPS 2022 Maintenance Contract))

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

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

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

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

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

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

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

Attachment: DOC121621-12162021154847 (RES-2022-47 : Edmunds Govtech (IPS 2022 Maintenance Contract))

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Edmunds GovTech
Print Name of Company

By: _____
Signature

Richard Evon
Printed name

Date: 12/16/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: DOC121621-12162021154847 (RES-2022-47 : Edmunds Govtech (IPS 2022 Maintenance Contract))

Software License Agreement
For
Business Automation Services, Inc. ("BAS") Systems

1. License

1.1 BAS grants to Customer, subject to the terms and conditions in this Agreement, a non-exclusive, non-transferable, perpetual license to use, in a manner consistent with its design, the proprietary BAS Software as described and listed on the original quotation and/or purchase confirmation or invoice.

1.2 The Software is licensed not sold. The Customer shall have the right to use the Software solely for its own internal operation and shall not assign, sell, rent, give away or transfer the Software to any other party.

1.3 The Customer may make sufficient copies of the Software for backup purposes but will not publish the Software for others to copy.

1.4 Recurring Annual Software Support and Maintenance charges are set forth on the original quotation and/or purchase confirmation or invoice for the licensed Software; BAS reserves the right to increase these charges based on changes in its cost of doing business.

2. Support Services.

2.1 If the Software does not perform in accordance with the warranty set out in Paragraph 3.2 BAS will provide error maintenance at no additional charge. Error maintenance will be provided in a reasonable manner consistent with the nature of the error.

2.2 Customer agrees to monitor the performance of the Software and to provide backup operations for the data and BAS Software to protect itself from loss due to any error conditions.

2.3 BAS will provide unlimited telephone support for the Software to the Customer during its normal business hours (9:00 a.m. – 5:00 p.m.). Emergency support, after normal business hours, is available Monday-Sunday including holidays by calling the BAS main office telephone number.

2.4 From time to time BAS may modify or enhance the Software which may result in new releases (updates) of the Software. BAS will provide updates as part of the Annual Software Support and Maintenance charge. Customer agrees to install a new release within ten days of receipt. Failure to install a new release may result in billable services per 2.5 below. An "update" is a modification to existing source code that is considered by BAS to be error maintenance or BAS initiated enhancements or NYS mandated changes that are included as part of the Annual Software Support and Maintenance charge. An "upgrade" is new Software that replaces the Customer's current Software or a new Software module that includes additional capabilities or features mandated by New York State or a major overhaul (Software re-programming) due to the use of new technology released by Microsoft (the operating system vendor). An "upgrade" is not considered part of the Annual Software Support and Maintenance charge and will be provided at a fee to be determined by BAS.

2.5 Any other support services required from BAS by the Customer (by way of example, but not limited to, training, data conversion, systems analysis, custom software development, disaster recovery, technical hardware/network/operating system, general operations support, etc.) will be billable per BAS's Professional Rate Schedule which is subject to change or adjustment from time to time during the term of this Agreement. If the Customer should need such support services at any time, BAS will provide the Customer a written cost estimate based on the Professional Rate Schedule then in effect.

3. Warranties

3.1 BAS warrants that it has the right to grant a license for the Software to operate on the number of individual computers required by the Customer.

3.2 BAS warrants that the Software will conform with the functionality described in the promotional materials or user instructions which will be provided to the Customer by BAS at the time of delivery. This warranty is void if Software errors or malfunctions are caused by Customer's computer equipment malfunction, by Software modifications not made by BAS or other restricted actions by Customer as specified in Paragraph 6, by incorrect data entry, or procedures used, by Customer's personnel, or if Customer fails to install a new Software release (update) provided to Customer under Paragraph 2.4.

CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY ARE:

1. THE CORRECTION OF THE SOFTWARE SO THAT IT PERFORMS AS WARRANTED (CORRECTION WILL BE BY ERROR MAINTENANCE UNDER PARAGRAPH 2.1 WHICH MAY INCLUDE THE REPAIR OR REPLACEMENT OF THE SOFTWARE) OR

2. IF, AFTER REPEATED EFFORTS, BAS DETERMINES THAT IT IS UNABLE TO MAKE THE SOFTWARE PERFORM AS WARRANTED, CUSTOMER IS ENTITLED TO RECOVER DAMAGES SUBJECT TO THE LIMITATIONS SET FORTH IN PARAGRAPH 4.2.

3.3 BAS warrants that all Software referenced under this Software License Agreement is free from all coding, instructions and other devices and methods which would allow BAS, without the consent of the Customer, to interrupt the Customer's use of the Software in any manner whatsoever.

Attachment: DOC121621-12162021154847 (RES-2022-47 : Edmunds Govtech (IPS 2022 Maintenance Contract))

4. Indemnities and Liabilities

4.1 In the event that a claim is brought against Customer alleging that the Software constitutes an infringement of a patent, copyright, or trade secret, BAS agrees to defend, at its own expense, such claims and to indemnify and hold Customer harmless from any damages or costs incurred or awarded as a result of settlement or judgment against Customer, provided Customer gives BAS prompt written notice of the claim, allows BAS to control the defense and settlement of the claim, and fully cooperates with BAS in defense and settlement.

4.2 BAS'S LIABILITY TO CUSTOMER FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR OTHERWISE BUT NOT INCLUDING AN INFRINGEMENT CLAIM, SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR ANY SOFTWARE THAT CAUSES DAMAGES. IN NO EVENT SHALL BAS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR ADDITIONAL EXPENSES OR COSTS, ARISING OUT OF OR RELATED TO THIS SOFTWARE LICENSE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE PRODUCTS, INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, OR DELAY OF THE LICENSOR IN DELIVERY OF THE LICENSED PRODUCT OR IN THE PERFORMANCE OF SERVICES UNDER THIS SOFTWARE LICENSE AGREEMENT OR RELATED AGREEMENTS.

5. Proprietary Information

5.1 The Customer acknowledges that the licensed Software constitutes proprietary and confidential information of BAS and the protection of this information is of the highest importance; this confidential information includes but is not limited to the specific design of the Software and related databases as well as the structure of the component parts of the Software. Customer agrees to keep the Software in strict confidence, to take appropriate steps to ensure that persons authorized to have access to the Software shall refrain from any unauthorized reproduction or disclosure of the Software, and to restrict access to and display of the Software to Customer personnel who need to use the Software as contemplated by this Agreement and who have been advised or have agreed to treat the Software in accordance with this paragraph.

5.2 The customer agrees that the Software and all copies and versions made by the Customer are and shall remain the sole property of BAS. Customer agrees to include BAS' proprietary notice on all copies of the Software, in whole or in part, and in any form made by the Customer.

5.3 The obligations set forth in this paragraph shall survive the termination of this agreement.

6. Restrictions

6.1 Customer agrees to use the Software as expressly permitted in this Agreement and will comply with any technical limitations in the Software that only allow its use in certain ways.

6.2 Customer shall not use the Software in a manner inconsistent with its design, modify (or attempt to modify) the Software in any way, reverse compile (decompile) or reverse assemble (engineer) all or any portion of the Software or work around any technical limitations of the Software.

6.3 Customer shall not unbundle component parts of the Software; the Software is designed and provided as a single product and must be used as a single product.

6.4 The obligations set forth in this paragraph shall survive the termination of this Agreement.

7. Billing and Payment

7.1 Annual Software Support and Maintenance Fees shall be as set forth on the Customer's annual invoice for those services.

7.2 Upon installation of the Software, the balance of all fees and charges is due within thirty days of receipt of final invoice.

7.3 If the Software is not fully paid for by the Customer within sixty (60) days from the installation date, BAS may remove all Software and terminate this Agreement.

7.4 Software Support and Maintenance Services will be billed annually for the twelve month period beginning the first month following the date of installation and is payable upon receipt.

8. Effect of Agreement

8.1 This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. BAS may amend the terms and conditions of this Agreement at any time.

8.2 Use of any portion of the BAS Software constitutes acceptance of this Agreement and this Agreement becomes effective with such use.

Attachment: DOC121621-12162021154847 (RES-2022-47 : Edmunds Govtech (IPS 2022 Maintenance Contract))

9. General Provisions

9.1 This Agreement and any claim arising out of this Agreement, out of the relationship created by this Agreement, or out of the activities related to this Agreement, shall be governed by and construed in accordance with the laws of the State of New York. The parties hereby agree that the venue of any litigation arising out of this Agreement shall be in the County of Saratoga, State of New York.

9.2 Any Customer notice regarding default or termination of this Agreement shall be delivered by hand or sent by Certified Mail, return receipt requested, to BAS, 626 Plank Road, Suite 207, Clifton Park, New York 12065.

9.3 Any violations by the Customer of Paragraphs 1, 5, 6 or 7 may result in litigation by BAS and/or discontinuance of BAS Support/ Maintenance Services and/or the continued use of the licensed Software by the customer; notices regarding this will be sent to the Customer's Billing address.

9.4 No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provision of this Agreement. No waiver shall be effective unless made in writing.

9.5 This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

9.6 BAS will not assign, transfer, convey, sublet or otherwise dispose of its right, title or interest in this Agreement without consent of the customer.

9.7 In the event that BAS discontinues for any reason support of the Software, the Customer will receive the complete source code programs used to compile the Software; the source code will be provided either directly by BAS or its escrow agent upon written request. The escrow agent is the law firm indicated below.

Fitzgerald & McGroarty PA
747 Shore Road
Linwood, NJ 08221
609-365-0086
Attn: Mike Fitzgerald

Integrated Property System:
Annual Software Support/Maintenance Fee $23,140.00
(for the period 2/1/21-1-31-22)

Web Portal:
Annual Software Support/Maintenance Fee $3,500.00
(for the period 2/1/21 -1-31-22)

IPS Workflow Module:
Annual Software Support/Maintenance Fee $4,670.00
(for the period 2/1/21 -1-31-22)

Total: $31,310.00

Agreed to and Accepted by:
Business Automation Services, Inc. By: _____ Date: 12/16/21

Agreed to and Accepted by: By:_____ Date:_____

Attachment: DOC121621-12162021154847 (RES-2022-47 : Edmunds Govtech (IPS 2022 Maintenance Contract))

Edmunds GovTech
301 Tilton Road
Northfield, NJ 08225

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

INVOICE

Invoice #: 22-IN1807
Invoice Date: 12/01/2021
Payment Terms: Net 60
Due Date: 01/30/2022

Description: Software Maintenance

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

QTY	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT	NOTES
1	3-MM-0384-5	IPS I Maintenance - Period 02/01 through 01/31	$23140	$23,140.00	Contract #: BAS_SWM938
1	3-MM-0414-5	IPS - Workflow Automation Maintenance - Period 02/01 through 01/31	$4670	$4,670.00	Contract #: BAS_SWM938
1	3-MM-0417-5	Web Portal Maintenance - Period 02/01 through 01/31	$3500	$3,500.00	Contract #: BAS_SWM938
			TOTAL:	$31,310.00	
			PAYMENTS/ CREDITS APPLIED:	$0.00	
			TOTAL AMOUNT DUE:	$31,310.00	

Attachment: DOC121621-12162021154847 (RES-2022-47 : Edmunds Govtech (IPS 2022 Maintenance Contract))

Proven Solutions That Power Local Government

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) EDMUNDS GOVTECH, INC. 301 A TILTON ROAD NORTHFIELD, NJ 08225 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 609-645-7333 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 22-2403081
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier THE PHOENIX INSURANCE COMPANY 3b. Policy Number of entity listed in box "1a" UB-5J311997-21-I5-G 3c. Policy effective period 10-01-2021 to 10-01-2022 3d. The Proprietor, Partners or Executive Officer are ☒ included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.

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

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

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

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

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

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

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

Approved by: Stephanie Baker (Signature) 10-1-2021 (Date)

Title: SR CUSTOMER SOLUTIONS SPECIALIST

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

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Attachment: DOC121621-12162021154847 (RES-2022-47 : Edmunds Govtech (IPS 2022 Maintenance Contract))

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: DOC121621-12162021154847 (RES-2022-47 : Edmunds Govtech (IPS 2022 Maintenance Contract))

Transaction Number: 8922501
Your submission was received for processing on 03/29/2021 at 11:03AM. It was submitted by user SHERRYB1.
It has been accepted and processed.

STATE OF NEW YORK WORKERS' COMPENSATION BOARD
DISABILITY BENEFITS LAW and PAID FAMILY LEAVE BENEFITS LAW
CERTIFICATE/CANCELLATION OF INSURANCE
Filed on behalf of Employer in compliance with Article 9 of the Workers' Compensation Law

Transaction Type: Initial **Transaction Effective Date: 01/01/2021**

A. INSURER/CARRIER

1/2. INSURER/CARRIER NAME/CODE	6. TODAY'S DATE
CIGNA LIFE INS CO OF NEW YORK - B089001	03/29/2021

B. CURRENT - EMPLOYER INFORMATION

7. WCB EMPLOYER NUMBER	8. NYS UIER NUMBER	9. EMPLOYER FEIN
		222403081

10. EMPLOYER'S NAME	13. LEGAL STATUS
Name: Edmunds GovTech, Inc. d/b/a: c/o: Attn:	Corporation (03)
11. ADDRESS Line 1: 661 Plank Rd Line 2:	**14. # OF EMPLOYEES**
12. CITY STATE ZIP CODE Clifton Park New York 12065 **COUNTRY** United States	**15. TELEPHONE NO.**

C. POLICY

**If policyholder is an Association, Union or Trustee for which form DB-820.3 is filed, do not complete item 18.*

16. POLICY NUMBER*	16a. COVERAGE TYPE	17. POLICY EFFECTIVE DATE	18. POLICY FORM NUMBER*
NYD601028	PFL and DB (1)	01/01/2021	
19. WCB PLAN NUMBER (Only for Assoc., Union or Trustee with Form DB-801 on file.)			20. ANNUAL PREMIUM AMOUNT

F. POLICYHOLDER - If different from Employer

27. POLICYHOLDER NAME Name: d/b/a: c/o: Attn:
28. POLICYHOLDER ADDRESS Line 1: Line 2:
29. CITY STATE ZIP CODE COUNTRY
30. POLICYHOLDER FEIN

To be filed by Insurance Carrier on behalf of Employer to provide, through insurance, exactly statutory benefits, (Section 204) OR benefits under a plan accepted by the Chairman.
THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

DB-820/829 rev. 5/01

Attachment: DOC121621-12162021154847 (RES-2022-47 : Edmunds Govtech (IPS 2022 Maintenance Contract))

EDMUNDS-02 TCOWAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 8028637 Glenn Insurance, Inc. 333 Dutch Mill Road Malaga, NJ 08328	CONTACT NAME: Trish Cowan PHONE (A/C, No, Ext): (856) 777-5406 FAX (A/C, No): (856) 777-5419 E-MAIL ADDRESS: tcowan@glenninsurance.com
INSURED Edmunds GovTech, Inc. 301 A Tilton Road Northfield, NJ 08225	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Co. of America — 25674 INSURER B : Travelers Indemnity Co of America — 25666 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		ZLP11S7633321	10/1/2021	10/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,0 $ 500,0 $ 10,0 $ 1,000,0 $ 2,000,0 $ 2,000,0
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA6N27890221	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,0
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP0L67238621	10/1/2021	10/1/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,0 $ 10,000,0
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Cyber Liability			ZPL61M6752420	10/1/2021	10/1/2022	Claims Made Agg	4,000,0

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

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

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kelly L. Dunn

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Attachment: DOC121621-12162021154847 (RES-2022-47 : Edmunds Govtech (IPS 2022 Maintenance Contract))

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Non-Owned Watercraft - 75 Feet Long Or Less

B. Who Is An Insured - Unnamed Subsidiaries

C. Who Is An Insured - Employees - Supervisory Positions

D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies

E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

G. Blanket Additional Insured - Broad Form Vendors

H. Blanket Additional Insured - Controlling Interest

I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers

J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises

K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations

L. Medical Payments - Increased Limit

M. Blanket Waiver Of Subrogation

N. Contractual Liability - Railroads

O. Damage To Premises Rented To You

PROVISIONS

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

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

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

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

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

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

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

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

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

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Attachment: DOC121621-12162021154847 (RES-2022-47 : Edmunds Govtech (IPS 2022 Maintenance Contract))

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

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

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

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

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

a. A limited liability company;

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

c. A trust;

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

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

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

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

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

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

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

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

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

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

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

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

a. A limited liability company;

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

c. A trust;

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

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

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

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

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

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

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

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

a. Occurs subsequent to the signing of that contract or agreement; and

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

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

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

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

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

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

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

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

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

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

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

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

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

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

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

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

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

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

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

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

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

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

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

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

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

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

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

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

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

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

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and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

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

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

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

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

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 25188 **RESOLUTION 2022-48** **ADOPTED**

Investment Policy

WHEREAS the Town of Amherst has an investment policy, and

WHEREAS GML Section 39 requires adoption of an investment policy, and

WHEREAS the policy should be reviewed at least annually, and

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

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

N/A

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

TOWN OF AMHERST

OFFICE OF TOWN COMPTROLLER

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
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Daryl C. Bramer
Town Comptroller
dbramer@amherst.ny.us

INVESTMENT AND DEPOSIT POLICY FOR THE TOWN OF AMHERST

I. SCOPE

This policy applies to all monies and other financial resources available for investment and/or deposit on behalf of the Town of Amherst.

II. OBJECTIVES

The primary objectives of the Town of Amherst's investment activities are, in priority order,

(a) To conform with all applicable federal, state and other legal requirements (legal);

(b) To adequately safeguard principal (safety);

(c) To provide sufficient liquidity to meet all operating requirements (liquidity);

(d) To obtain a reasonable rate of return (yield).

III. DELEGATION OF AUTHORITY

The Town Board's responsibility for administration of the investment and deposit program is delegated to the Town Comptroller or, in the absence of such position, the Director of Finance and/or Town Supervisor, to act in accordance with applicable provisions of law, including, but not limited to, applicable provisions of the New York General Municipal Law and the New York Local Finance Law. Such administration shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base of records incorporating description and amounts of investments, the funds for which they are held, transaction dates and other relevant information, including the sale or dispositions and amounts realized.

Attachment: Investment Policy (RES-2022-48 : Investment Policy)

IV. PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Town of Amherst to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investments, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions, and shall at all times act in compliance with the Town's Code of Ethics.

V. DIVERSIFICATION

It is the policy of the Town of Amherst to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling, as deemed appropriate with the objectives of this policy.

VI. INTERNAL CONTROLS

It is the policy of the Town of Amherst for all monies collected by any cash generation department to deposit those funds at minimum on a weekly basis.

The Town Comptroller or Director of Finance and/or Town Supervisor is responsible for establishing and maintain an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

VII. SECURING DEPOSITS AND INVESTMENTS

In accordance with the provisions of the General Municipal Law Section ("§") 10, all deposits of the Town of Amherst, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

Attachment: Investment Policy (RES-2022-48 : Investment Policy)

1. By pledge of "eligible securities" with an aggregate "market value" as provided by GML §10, equal to the aggregate amount of deposits from the categories designated in Appendix A of this policy, or

2. By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the Town of Amherst for a term not to exceed 90 days with an aggregate value equal to 100% of the aggregate amount of the deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements, or

3. By an eligible surety bond payable to the Town of Amherst for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

VIII. COLLATERALIZATION AND SAFEKEEPING

Eligible securities used for collateralizing deposits shall be held by the depository bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure Town of Amherst deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the Town of Amherst to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the Town of Amherst, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Town of Amherst or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of the custodian for, the Town of Amherst, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the Town of Amherst a perfected interest in the securities.

Attachment: Investment Policy (RES-2022-48 : Investment Policy)

IX. PERMITTED INVESTMENTS

As authorized by General Municipal Law § 11, the Town of Amherst authorizes the Town Comptroller to invest monies not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

(a) Special time deposit accounts;

(b) Certificates of Deposit;

(c) Obligations of the United States of America such as Treasury Bills (T-Bill);

(d) Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;

(e) Obligations of the State of New York;

(f) Obligations pursuant to LFL § 24.00 or 25.00 (Taxable Anticipation Notes and Revenue Anticipation Notes) by any municipality, school district or district corporation other than the Town of Amherst that are approved by the State Comptroller.

(g) Obligations of this local government, but only with any monies in a reserve fund established pursuant to GML.

All investment obligations shall be payable or redeemable at the option of the Town of Amherst within such times as the proceeds will be needed to meet expenditures for purposes for which monies were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Town of Amherst within two years of the date or purchase.

X. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Town of Amherst shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the Town of Amherst conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the Town of Amherst. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The Town Comptroller is responsible for evaluating the financial

Attachment: Investment Policy (RES-2022-48 : Investment Policy)

position and maintaining a listing of proposed depositaries, trading partners and custodians.

XI. PURCHASE OF INVESTMENTS

The Town Comptroller or Director of Finance and/or Town Supervisor is authorized to contract for the purchase of investments:

1. Directly including through a repurchase agreement, from an authorized trading partner.

2. By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all of the requirements set forth by law, and the specific program has been authorized by the governing board.

3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the Town Board.

All purchased obligations, unless registered or inscribed in the name of the Town of Amherst shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Town of Amherst by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law §10(3)(a).

The custodial agreement shall provide that securities held by the bank or trust company, as an agent of and custodian for, the Town of Amherst, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the Town of Amherst a perfected interest in the securities.

The Town Comptroller or Director of Finance/Town Supervisor, where authorized, can direct the bank or trust company to authorize the bank or trust company to deposit, or arrange for the deposit of any such evidences of investments with a federal reserve bank or other book-entry transfer system operated by a federally regulated entity. The records of the bank or trust company shall show, at times, the ownership of such evidences of investments, and they shall be, when held in possession of the bank or trust company, at all times, kept separate from the assets of the bank or trust company. All evidences of investments delivered to a bank or trust company shall be held by the bank or trust

Attachment: Investment Policy (RES-2022-48 : Investment Policy)

company pursuant to a written custodial agreement as set forth in General Municipal Law §10(3)(a). When any such evidences of investments are so registered in the name of a nominee, the bank or trust company shall be absolutely liable for any loss occasioned by the acts of such nominee with respect to such evidences of investments.

XII. **REPURCHASE AGREEMENTS**

Repurchase agreements are authorized subject to the following restrictions:

(a) All repurchase agreements must be entered into subject to a Master Repurchase Agreement.

(b) Agreements should be for short periods of time (no more than 30 days).

(c) Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.

(d) Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.

(e) No substitution of securities will be allowed.

(f) The custodian shall be a party other than the trading partner.

APPENDIX A
SCHEDULE OF ELIGIBLE SECURITIES

(i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.

(ii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the market value of the obligation that represents the amount of the insurance guaranty.

(iii) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligation of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public monies.

Attachment: Investment Policy (RES-2022-48 : Investment Policy)

(iv) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(v) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(vi) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.

(vii) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under limitations established by bank regulatory agencies.

(viii) Commercial paper and bankers' acceptances issued by a bank, other than the Bank, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of no longer than 60 days from the date they are pledged.

(ix) Zero coupon obligations of the United States government marketed as "Treasury strips".

RES 2020-928

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 25238 **RESOLUTION 2022-49** **ADOPTED**

Budget Transfer and Amendments

For January 3, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 12/29/2021
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 - 2021

FROM:	***TO:***
N2125.1000 Personal Services $150.67 N2125.8030 FICA $11.53 N2125.02785 Program Income $162.20	N2123.4000 Contractual $162.20 N2123.02785 Program Income $162.20
Requested per department.	
N2022.4000 Glen Park Nature Center $10,000 N2122.4000 Glen Park Nature Center $10,000	N2020.4000 Stabilization Historic Vg. $10,000 N2121.4000 CDBG Housing Rehab $10,000
Requested per department.	

BUDGET TRANSFERS - 2022

FROM:	***TO:***
A1990.4000 Contingency $21,530	A8020.1000 Planning- Personal Services $20,000 A8020.8030 Planning - FICA $1,530
To transfer funds budgeted in contingency to Planning Department.	
A1345.1000 Personal Services $114,563.48 A1345.8030 FICA $8,764.11 A1345.8050 Health Insurance $9,858.96 A1345.8051 Dental $400.00 A1345.8052 Vision $53.28	A1620.1000 Personal Services - $114,563.48 A1620.8030 FICA - $8,764.11 A1620.8050 Health Insurance $9,858.96 A1620.8051 Dental $400.00 A1620.8052 Vision $53.28
To transfer funds from Finance / Contract Compliance to Building Maintenance (Facilities & Parks Admin.) for transfer of employees.	

BUDGET AMENDMENTS - 2021

INCREASE:	***INCREASE:***
N1042.05002 Amherst Home - PI $1,902.96	N1042.8050 Hospital Ins. $1,902.96
To recognize Community Development 4th quarter employee health insurance contributions.	
N2123.02785 CDBG & VG PI $19,492.00 N2125.02785 CDBG & VG Admin $4,873.00	N2123.4000 Admin $19,492.00 N2125.1000 Personal Services $4,526.71 N2125.8030 FICA $346.29
To recognize Community Development program income from 1095 New Road, Amherst.	

N2144.02785 Cheek HOME Rehab $19,295.10 N2144.4000 Contractual $19,295.10
N2149.02785 Cheek HOME Admin $2,143.90 N2149.4003 Admin $2,143.90
To recognize Community Development program income from 12 Mayberry Drive, Cheektowaga.

A3649.04589 ARPA - Federal Emergency Aid $3,635.80 A3649.4000 Contractual $3,635.80
To increase the budget for APD Emergency Generator installation using American Rescue Plan Act funds.

N2144.02785 Cheek HOME Rehab $4,423.65 N2144.4000 Contractual $4,423.65
N2149.02785 Cheek HOME Admin $491.52 N2149.4003 Admin $491.52
To recognize Community Development program income from 63 Iroquois, Cheektowaga.

N2150.02785 Tonawanda HOME- PI $4,500.00 N2150.4000 Contractual $4,500.00
N2153.02785 Tonawanda Admin- PI $500.00 N2153.4003 Admin $500.00
To recognize Community Development program income from 449 W. Hazeltine, Tonawanda.

N2150.02785 Tonawanda HOME- PI $6,750.00 N2150.4000 Contractual $6,750.00
N2153.02785 Tonawanda Admin- PI $750.00 N2153.4003 Admin $750.00
To recognize Community Development program income from 681 Montrose, Tonawanda.

N2140.02785 Amh HOME Rehab $8,560.51 N2140.4000 Contractual $8,560.51
N2154.02785 Amherst Admin- PI $951.17 N2154.4003 Admin $951.17
To recognize Community Development program income from 285 Niagara Falls Blvd, Williamsville.

N2140.02785 Amh HOME Rehab $14,332.50 N2140.4000 Contractual $14,332.50
N2154.02785 Amherst Admin- PI $1,592.50 N2154.4003 Admin $1,592.50
To recognize Community Development program income from 201 Siegfried Drive, Williamsville.

BUDGET AMENDMENTS - 2022

DECREASE: ***DECREASE:***

A6773.02773 MOW Reimbursement $280,000.00 A6770.4000 Contractual $280,000.00
To reduce revenue and related expenditures due to change in contractual agreement, CRS #3102, Amherst Meals on Wheels.

1/3/2022

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

FINANCIAL IMPACT:

See descriptions.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 25169 **RESOLUTION 2022-50** **ADOPTED**

2022 Standard Mileage Rate

The IRS has announced the 2022 standard mileage rate for business miles driven to be $0.585 per mile. Please set this as the Town's mileage rate for 2022.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

Funding in various departments budgets.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25235 **RESOLUTION 2022-51** **ADOPTED**

Water Information Management Solution Software and Services - CRS 3108

The Engineering Department-Water Pollution Control Facility is currently seeking Town Board approval to authorize the Supervisor to sign the attached agreement with Hach Company. The Engineering Department WPCF utilizes Hach WIMS™ Water Information Management Solution software to manage and record plant process data and reporting. This 3-year Hach WIMS™ contract will provide both updated software, support and is only available through a "sole source" vendor, Hach Company.

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

Funds will be available in KP2136-2130 for Year 1 and G9916-4960 for Years 2 & 3.

- Year 1 - $24,683.10 KP2136-2130
- Year 2 - $15,720.00 G9916-4960
- Year 3 - $16,350.00 G9916-4960

Thank you for considering this request.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

- Year 1 - $24,683.10 KP2136-2130
- Year 2 - $15,720.00 G9916-4960
- Year 3 - $16,350.00 G9916-4960

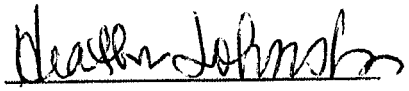
RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

AGREEMENT

Let this document stand as an Agreement between HACH Company and the Town of Amherst permitting the Town of Amherst to purchase the Hach WIMS™ - Water Information Management Solution Software and Services listed on the attached Hach quotation 100630923v4, dated November 18, 2021. The term of this agreement will be one year from date of Implementation after Town Board Approval.

Agreed to and Accepted by:

HACH COMPANY

By: 

Signature

Heather Johnston

Printed name

Sales Support Specialist

Title

Date: 12/22/2021

in acknowledgement of prices, goods and/or services, and delivery date, but no other terms and conditions

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____

Brian J. Kulpa
Supervisor

Date: _____

Attachment: HACH WIMS Contract (RES-2022-51 : Water Information Management Solution Software and Services - CRS 3108)

HACH | 5600 Lindbergh Drive | PO Box 389 | Loveland, Colorado 80539 | P 970.669.3050 | F 970.669.2932 | hach.com

Sole Source Letter

November 24, 2021

Customer Name: **Town of Amherst**
Customer Address: **455 TONAWANDA CREEK RD**
Customer City, State & Zip: **AMHERST, NY 14228-1297**

Customer Account Number: **016617**

RE: SOLE SOURCE LETTER – Hach Brand Instruments
Hach Brand Products – Instruments and Chemistry: Brands to include, but not limited to:

Other Hach Brands
Evita, GLI, Hach, Homeland Security Technologies, OPS Systems, Orbisphere, Polymetron, Sigma, Anatel, Dr. Lange, Environmental Test Strips, HIAC, Hydrolab, IQ Scientific Instruments, Lachat Instruments, Leica Microsystems, Marsh-McBirney, Met Onem OTT, Hydrometry, Radiometer Analytical, Sea-Bird Electronics, WET Labs, Hach WIMS™, CLAROS Collect, Mobile Sensor Management, Applitek.

Thank you for your interest in Hach Company products. This letter is to advise that Hach Company is the sole source manufacturer for all Hach branded instrumentation and chemistry. This excludes all resell items, such as glassware, measuring spoons, brushes, and other general lab accessories. Any software or firmware additions or alterations must be purchased directly from Hach Company.

This letter is to confirm that Hach Company is the sole authorized manufacturer and direct distributor of the items listed above.

Thank you for your interest in Hach Company Products. If we can be of further assistance, please contact us at 800-227-4224.

Thank you.

Attachment: HACH WIMS Contract (RES-2022-51 : Water Information Management Solution Software and Services - CRS 3108)

HACH
Be Right™

Quotation

Quote Number: 100630923v4
Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 11/18/2021

Quote Expiration: 01/18/2022

TOWN OF AMHERST
455 TONAWANDA CREEK RD
AMHERST, NY 14228-1297

Name: Greg Struzik
Phone: 716-691-9771
Email: gstruzik@amherst.ny.us

Customer Account Number : 016617
Customer Quote Reference: NY State Contract #PC67243

Sales Contact: Dominic Attardi Email: dattardi@hach.com Phone: 800-227-4224

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
WIMS SOFTWARE = SEE NOTE 4					
1	WM-MU	Hach WIMS™ - Water Information Management Solution	1	4,462.00	4,462.00
2	WM-SW	WIMS base software for support contracts.	1	0.00	0.00
3	DMWIMS-SPT-BAS	WIMS yearly support contract - Basic support is 18% of overall software value	1	0.00	0.00
4	WM-MU-CONUSR	WIMS CONCURRENT USER LICENSE	5	1,100.00	5,500.00
5	WM-SCADA-INT	Hach WIMS™ SCADA Interface.	1	2,842.10	2,842.10
				WIMS SOFTWARE = SEE NOTE 4	$ 12,804.10
WIMS SERVICES					
6	DM_WIMS-SERVICES	WIMS Services	30	206.00	6,180.00
		SEE NOTE 6			
7	DM_INT-STRTUP	Configuration and installation of standard interfaces.	1	2,403.00	2,403.00
		SEE NOTE 7			
8	DM_WIMS-SERVICES	WIMS Services	16	206.00	3,296.00
		SEE NOTE 8			
9	NOSHIPOPENPROJ	KEEPS ORDER OPEN FOR WIMS PROJECT DO NOT SHIP ITEM.	1	0.00	0.00

Attachment: HACH WIMS Contract (RES-2022-51 : Water Information Management Solution Software and Services - CRS 3108)

Line	Part Number	Description	Qty	Net Unit Price	Extended P
				WIMS SERVICES	$ 11,879.00
				Grand Total	$ 24,683.10

TERMS OF SALE

Freight: Prepaid By Shipper - Agreement

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counter offer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:
Terms are Subject to Credit Review
Please reference the quotation number on your purchase order.
Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.
Shipments will be prepaid and added to invoices unless otherwise specified.
Equipment quoted operates with standard U.S. supply voltage.
Hach standard terms and conditions apply to all sales.
Additional terms and conditions apply to orders for service partnerships.
Freight Charge Schedule and Collect Handling Fees attached.
Refrigerated and all weather Samplers do not qualify for simplified freight charges, and are considered heavy freight.
Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
Standard lead time is 30 days

Sales Contact:
Name: Dominic Attardi
Title: Regional Sales Manager
Phone: 800-227-4224
Email: dattardi@hach.com

Attachment: HACH WIMS Contract (RES-2022-51 : Water Information Management Solution Software and Services - CRS 3108)

HACH COMPANY'S LICENSE AND TERMS AND CONDITIONS OF SERVICES FOR HACH'S WATER INFORMATION MANAGEMENT SOLUTION™ (WIMS™)

ACCEPTANCE: These Terms and Conditions are contained in Hach Company's (Hach) offer, order acknowledgment, and invoice documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a binding license and service agreement ("Agreement") in accordance with these Terms and Conditions, subject to final credit approval by Hach: (i) Customer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Customer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Customer's order. Hach's commencement of work or signature on any purchase order or other form or document submitted by Customer shall constitute acknowledgment of receipt of Customer's order only, and shall not constitute Hach's assent to any terms and conditions submitted by Customer. Provisions contained in Customer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions shall not be a part of the Agreement. Any objection to these Terms and Conditions must (1) be in writing, (2) list specifically each term or condition with which you disagree, and (3) indicate why you disagree with the term or condition. Customer must notify Hach in writing of objections before Customer's submission of a purchase order to Hach or Hach's commencement of work, whichever occurs first, so that Hach may have a reasonable time to address any such objections. These Terms and Conditions shall be deemed accepted in their entirety by issuance of Customer's purchase order.

COMPLETE AGREEMENT: All proposals, negotiations, representations, and quotations, if any, regarding this transaction and made prior to the date of this document are merged herein.

TERM: SUBSCRIPTION SERVICE ONLY:

INITIAL TERM: Two (2) years

RENEWAL TERM(S): If Customer wishes to terminate the Subscription Services at the end of the Initial Term or any subsequent Renewal Terms, the Customer should send Hach notice of intent to terminate either by (a) faxing the notice to 970-461-3919 or (b) by emailing the notice from the email contact account to support@hach.com. If Customer submits the notice of termination by email, Hach shall confirm the termination by sending a second e-mail or fax to the contact email address or fax number on file. If Customer fails to notify Hach of its intent not to renew, the Subscription Service will be deemed renewed by Customer under the terms of this Agreement on a month-to-month basis at Hach's then-current rates and charges for monthly Subscription Service.

PRICES: Hach's prices in effect at the time of delivery shall apply and any different pricing indicated from any other source shall be adjusted to Hach's current pricing, except for the price of Total Startup (one-time) Charges contained in Hach's quotation, which is firm for 60 days from the date of the quotation. If transportation charges from point of origin of the shipment to a designated point are included in these prices: (a) any changes in such transportation charges shall be the Customer's responsibility, and (b) except as otherwise stated in Hach's quotation, Hach shall not be responsible for switching, spotting, handling, storage, demurrage or any other transportation or accessorial service, nor for any charges incurred therefor, unless such charges are included in the applicable freight rate from shipping point to the designated point.

PAYMENT AND CREDIT:

SUBSCRIPTION PACKAGE:

PAYMENT AND PRICING: Customer shall pay for all monthly Subscription Service net 30 days from invoice. Pricing is based on a 2-year Agreement. An early termination fee set forth in Hach's offer, will apply if the Agreement is terminated before 2 years. Cancellations become effective on the last day of the month in which notice is given.
SETUP SERVICE: Customer shall be given the choice of paying for Setup Service rendered either net 30 or by installments payable in 24 consecutive installments plus 18% simple interest. If Customer terminates the Agreement without cause before the end of the Initial Term, Customer agrees to pay Hach the remainder of the unpaid balance for Services plus any outstanding interest.
EFFECT OF TERMINATION: Upon the effective date of termination of this Agreement: (a) Hach will immediately cease providing the Subscription Service(s); and (b) any and all payment obligations of Customer under this Agreement for Service(s) provided through the date of termination will immediately become due

OTHER PACKAGES: Payment is due thirty (30) days from the date of invoice. Hach reserves the right to deny credit to Customer and to determine the suitability of the method of payment where payment is other than cash, certified check or money order. Hach reserves the right to revoke credit previously extended to Customer because of Customer's failure to pay for services when due or of any other reason deemed good and sufficient by Hach, and in such event all subsequent services shall be paid for in advance or on delivery. Past due balances shall be subject to interest charges at the maximum rate permitted by law. Customer shall pay all Fees specified in US dollars.

TAXES: Any taxes which Hach may be required to pay or collect, under any existing or future law, upon or with respect to the license, sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be paid for by Customer. Hach will collect and pay taxes when required to do so unless Customer furnishes a valid resale/exemption certificate to Hach, no later than the time of payment, relieving Hach of the requirement to collect and pay such taxes. If the certificate furnished to Hach is held invalid Customer agrees to pay the taxes (plus interest) not collected as a result of relying on Customer's invalid certificate.

CANCELLATION: Customer may cancel orders within 30 days of purchase subject to fair charges for expenses incurred, handling, inspection, restocking, freight and invoicing charges as applicable. Cancelled orders must be returned to Hach within 30 days at Customer's expense.

DELAY: Hach shall be excused for any delay in performance or delivery due to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, quarantine restrictions, factory conditions, strikes, labor disputes, delays in transportation, shortage of transport vehicles, labor or materials, or any circumstance or cause beyond the control of Hach in the reasonable conduct of its business. Hach further reserves the right, in its full discretion, to allocate inventories and current production and to substitute suitable materials when, in its opinion, circumstances warrant such allocation or substitution.

INSPECTION: Customer shall promptly inspect all software and the results of services. All claims for alleged defects in software or services are waived unless Customer notifies Hach of the claim within 30 days after receipt of software or performance of services. No claim shall be effective if made after the software or services have been altered or used. Customer shall afford Hach prompt and reasonable opportunity to inspect all software and services to which any claim is made. No returns shall be made without Hach's express consent, a return authorization and return instructions.

SOFTWARE LICENSE, USE AND RESTRICTIONS:

LICENSE. Software is subject to the separate software license agreement(s) accompanying the software media, along with any product guides, operating manuals, or other documentation presented to Customer during the installation or use of the Software. In the absence of such terms, Hach hereby grants Customer a personal, non-exclusive license to access and use the software provided by Hach. Software provided or otherwise made available to Customer by Hach may be used only during the term of the subscription and/or services, as set forth in the duly authorized documentation setting forth the term for each, and as may be renewed in accordance with this Agreement.

RESTRICTIONS. Customer may not copy, modify, or create a derivative work, collective work, or compilation of the software, and many not reverse engineer, decompile or otherwise attempt to extract the code of the software or any part thereof. Customer may not license, sub-license, sell, assign, sublicense, or otherwise transfer or encumber the software; may not use the software in a managed-services arrangement; and may not use the software in excess of the authorized number of licensed facilities, servers and/or seats or other criteria specified in the duly authorized documentation specifying same. Customer is further prohibited from (1) attempting to use or gain unauthorized access to Hach or to any third party's networks or equipment; (2) permitting other individuals or entities to use the software or copy the software or services; (3) attempting to probe, scan, or test the vulnerability of software or a system, account, or network of Hach or any of its customers, suppliers or affiliates; (4) interfering or attempting to interfere with service to any user, host, or network; (5) engaging in fraudulent activity of any nature; (6) transmitting unsolicited bulk or commercial messages; (7) restricting, inhibiting, or otherwise interfering with the ability of any other person, regardless of intent, purpose, or knowledge, to use or enjoy the software (except for tools with safety and security functions); or (8) restricting, inhibiting, interfering with, or otherwise disrupting or causing a performance degradation to any Hach or Hach affiliate or supplier facilities used to deliver the services.

AUDIT. Solely for the purpose of verifying Customer's compliance with the terms of this Agreement, Customer hereby grants Hach, or an agent designated by Hach, the right to perform an audit of Customer's use of the software during normal business hours. Customer agrees to cooperate with Hach in such audit and to provide Hach with all records reasonably related to Customer's use of the Software.

Attachment: HACH WIMS Contract (RES-2022-51 : Water Information Management Solution Software and Services - CRS 3108)

OWNERSHIP AND PROPRIETARY RIGHTS: "Information" as used herein means all content and other items included with or as part of the services or software, such as text, graphics, graphs and other representations of data, user interfaces, images, data, photographs, videos, and software. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in any services, software, and/or Information provided hereunder shall belong solely and exclusively to Hach and Customer shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The software and Information are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the software or other Information, in whole or in part. Hach will retain exclusive ownership of all software and Information, and will own all intellectual property rights, title, and interest in any ideas, concepts, know-how, documentation, and techniques associated therewith. Subject to payment in full for the applicable services, Hach grants Customer a non-exclusive, non-transferable, royalty-free right to use the software and other Information solely for Customer's facilities, and solely as necessary for Customer to enjoy the benefit of the services.

INTERRUPTION OF SERVICES: Hach may on occasion need to perform scheduled or unscheduled repairs, maintenance or upgrades in connection with the software installed on its and Customer's computer system(s), which may temporarily degrade the quality of the services or result in a partial or complete outage of the software. Hach provides no assurance that you will receive advance notification of such activities or that the software or services will be uninterrupted or error-free. Unless otherwise agreed to in writing between Hach and Customer, any degradation or interruption in the services or software shall not give rise to any form of damages or to a refund or credit of any fees paid by Customer. CUSTOMER AGREES THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE SOFTWARE AND ASSOCIATED DATA, INCLUDING COMMUNICATION VIA MEANS SUCH AS THE INTERNET AND THIRD PARTY SERVICE PROVIDERS' COMMUNICATIONS NETWORKS, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT ACCESS TO OR USE OR OPERATION OF THE SOFTWARE AND ASSOCIATED DATA. HACH SHALL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF CUSTOMER'S ACCESS TO OR USE OF THE SOFTWARE OR ASSOCIATED DATA.

CUSTOMER DATA: In Hach's performance of services or in connection with Customer's use of the Software, it may be necessary for Hach to obtain, receive, or collect data or information, including system-specific data. In such cases, Customer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data solely to facilitate the performance of services by Hach or Customer's use of the Software. In addition, Customer grants Hach a license to aggregate such data for use in an anonymous manner in support of Hach's marketing and sales activities. Customer also grant Hach the right to copy and maintain such data on Hach's servers (or the servers of its suppliers) during the term of this Agreement. Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to use and transfer such data within and outside of the country in which Customer is located in conjunction with Hach's performance of the services or Customer's use of the software (including providing adequate disclosures and obtaining legally sufficient consent from Customer's employees, agents, and contractors).

CONFIDENTIALITY: In connection with this Agreement, each party may have access to or be exposed to information of the other party that is not generally known to the public, such as information pertaining to software, data, reporting, pricing, and marketing, know-how, and trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Confidential Information"). Confidential Information may not be shared with third parties unless such disclosure is to the receiving party's personnel, including employees, affiliates, agents, and subcontractors, on a "need-to-know" basis in connection with this Agreement, so long as such personnel have agreed in writing to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. The foregoing shall not apply to information that the receiving party can show through written records (1) was known by it before its receipt from the disclosing party; (2) is or becomes public knowledge through no fault of the receiving party; or (3) is rightfully received by the receiving party from a third party without a duty of confidentiality. If the receiving party is required by a court or government agency to disclose Confidential Information, the receiving party shall, subject to any applicable lawful restrictions, provide advance notice to the disclosing party before making such a disclosure. The obligations with respect to Confidential Information shall continue for five (5) years from the date of disclosure.

REPRESENTATIONS, WARRANTIES AND DISCLAIMERS:

SERVICES: Hach warrants that the services will be performed in a professional and workmanlike manner and will be of a quality conforming to general standards of care. If Hach breaches this or any other service warranty provided to the Customer, and if the Customer notifies Hach of such breach within 30 days of performance of Service, customer's exclusive remedy and Hach's entire liability for any breach of service warranty shall be re-performance of the specific non-conforming service.

SOFTWARE: Hach warrants that it has the right to grant the licenses to the software licensed under this Agreement, and such software will substantially conform to the functional specifications and current documentation provided by Hach.

WARRANTY DISCLAIMERS: EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCES, HACH, (INCLUDING ITS AFFILIATES AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; OR (2) REGARDING THE RESULTS TO BE OBTAINED FROM THE SOFTWARE, SERVICES, OR THE RESULTS OF ANY RECOMMENDATION BY HACH. WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICE NOT PERFORMED OR AUTHORIZED BY HACH (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH PRODUCT OR SOFTWARE INSTRUCTIONS, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS, SOFTWARE, OR SERVICES. WITH RESPECT TO YOUR USE OF THE SOFTWARE (1) NEITHER HACH NOR ANY OF THE HACH PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTY THAT SOFTWARE PROVIDED TO YOU IN CONNECTION WITH THIS AGREEMENT IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS; OR THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED; AND (2) CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF HACH'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

HIGH-RISK DISCLAIMER: THE SOFTWARE AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, HOSPITALS, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE OR SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "HIGH-RISK ACTIVITIES"). HACH EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH-RISK ACTIVITIES.

OPEN SOURCE SOFTWARE. A portion of the software may contain or consist of open source software, which you may use under the terms and conditions of the specific license under which the open source software is distributed. THIS OPEN SOURCE SOFTWARE IS DISTRIBUTED IN THE HOPE THAT IT WILL BE USEFUL, BUT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY REGARDING TITLE OR AGAINST INFRINGEMENT. IN NO EVENT SHALL HACH, THE COPYRIGHT HOLDERS, OR THE CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTUTUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Attachment: HACH WIMS Contract (RES-2022-51 : Water Information Management Solution Software and Services - CRS 3108)

LIMITATION ON DAMAGES: IN NO EVENT SHALL HACH, ITS SUPPLIERS, LICENSORS OR SUBCONTRACTORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, CORRUPT DATA OR USE, LOSS OF CUSTOMER DATA, CORRUPT OR UNAVAILABLE CUSTOMER DATA, LOSS OF USE OF CUSTOMER DATA, LOST OPPORTUNITY, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES OR FOR INTERRUPTED COMMUNICATIONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, OR CUSTOMER'S WEB PAGE AND INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT OR STRICT LIABILITY. THE FOREGOING NOTWITHSTANDING, IN NO EVENT SHALL HACH COMPANY'S LIABILITY FOR DAMAGES HEREUNDER TO CUSTOMER EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER PURSUANT TO THE APPLICABLE AGREEMENT.

SURVIVAL: THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

CUSTOMER REPRESENTATIONS: Customer for itself and on behalf of its Administrator and each Authorized Customer User represents and warrants to Hach that (a) it owns or has the right to permit Hach to access its Customer's Sites and surrounding areas for service, installation and maintenance; and (b) Customer shall and hereby does defend, indemnify and hold Hach and its affiliates harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges and expenses (including without limitation, reasonable attorneys' and consultants' fees and such fees and penalties as any third party licensors may impose) arising out of or in connection with: (i) any breach of this Agreement by Customer and/or its Authorized Customer Users; (ii) any civil and/or criminal suit alleging that Hach had no right or authority to access the Customer's Sites; (iii) any Customer and/or Authorized User negligence, recklessness or willful misconduct; or (iv) any violation of, or non-compliance with laws. Customer's obligations under this Section do not apply to the extent that claims are directly caused by the gross negligence of Hach.

PATENTS: Hach shall defend and indemnify the Customer from and against any legal action, judgment for damages awarded in such action, and/or reasonable attorneys fees and costs incurred on account of the alleged infringement of any United States patent by any services or software supplied by Hach hereunder, unless made in accordance with Customer's specifications or unless the alleged infringement results from Customer's use of the software or services in combination with products, software or services provided by third parties, in which case the Customer shall defend indemnify Hach from and against any legal action, judgment for damages awarded in such action, and/or reasonable attorneys fees and costs incurred on account of the alleged infringement. In order for either party to be entitled to indemnification under this provision, party seeking indemnification must, no later than fifteen (15) business days after its receipt or discovery of a claim, provide written notice to the party from whom indemnity is sought of the bringing of the suit and an opportunity shall be given such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending shall be rendered to the indemnifying party by the party seeking indemnification. Neither Hach nor the Customer shall in any event be liable to the other for special, indirect, incidental or consequential damages arising out of or resulting from infringement of patents.

LIMITATIONS ON USAGE: The Customer shall not use any software or services provided hereunder for any purpose other than that identified in Hach's catalogs and literature as the intended use of such goods. Any warranty granted by Hach to the Customer shall be deemed void if any software or services covered by such warranty are used for any purpose not permitted hereunder. In addition, the Customer shall indemnify Hach and hold Hach harmless from and against any and all claims, damages, losses costs, expenses and other liability of whatever nature that Hach suffers or incurs by reason of any such unintended use.

INDEPENDENT RELATIONSHIP: As between themselves, the parties are independent contractors with no authority to contract for or in any way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other.

ASSIGNMENT: Neither this Agreement nor any license granted hereunder may be assigned by either party without the prior written consent of the other, which may be withheld for any reason or no reasons, and any such assignment is void *ab initio*.

NOTICE: Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, facsimile or by United States certified mail, return receipt requested, postage prepaid, to the address appearing in Customer's purchase order in the case of notice to Customer, and to the following address in the case of notice to Hach: Hach Company, c/o IIM BU Director with cc to VP/General Counsel, 5600 Lindberg Drive, Loveland, Colorado 80538. Notice will be deemed effective on the date delivered to the addressee as confirmed by the applicable delivery service. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.

COMPLIANCE WITH LAWS: Hach and Customer agree to comply with all laws applicable to the software and services provided hereunder. Software and technical data supplied by Hach are subject to certain export laws and regulations. Customer agrees to obtain at its own expense any import license, foreign exchange permit, or other permit or approval it may need for the performance of its obligations under this Agreement and to comply at its own expense with all applicable laws, regulations and orders of the government(s) to which its activities are subject. Customer agrees that it will, at all times, be in compliance with the United States export laws and will comply with all applicable restrictions regarding exports, re-exports and transfers, including obtaining any required U.S. or other country licenses, authorizations, or approvals. Customer further represents and warrants to Hach that Customer shall comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Customer's business activities in connection with this Agreement, and that Customer will take no action that will cause Customer or Hach to violate any such laws. Customer specifically represents and warrants to Hach that Customer is familiar with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and that Customer shall comply with the FCPA and will take no action that will cause Customer or Hach to violate the FCPA. Hach may terminate said Agreement immediately, if it believes, in good faith, that Customer has breached the foregoing compliance-with-law provisions of the Agreement or caused Hach to violate the FCPA or other applicable laws. Hach shall not be liable to Customer for any claim, losses, or damages related to Hach's decision to exercise its rights under this provision.

APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to or application of its principles or laws regarding conflicts of laws or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any provision of this Agreement is in violation of any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Customer and Hach, any dispute relating to this Agreement which is not resolved by the parties shall be adjudicated in order of preference (i) by a court of competent jurisdiction in the State of Colorado, U.S.A. if Customer has minimum contacts with Colorado and the United States, (ii) by a court of competent jurisdiction elsewhere in the United States if Customer has minimum contacts with the United States but not Colorado, or (iii) by a court of competent jurisdiction in a neutral location (which may at Hach's discretion exclude Customer's state of residence) if Customer does not have minimum contacts with the United States.

Attachment: HACH WIMS Contract (RES-2022-51 : Water Information Management Solution Software and Services - CRS 3108)

NOTE 1 =
Scope of Work to be discussed at project kickoff. After this scope is refined and agreed to by both parties (customer and Hach), document is signed by Hach and Customer at project inception and again after project completion. This Scope of Work is developed by the Project Manager from the NOTES listed below in this quote.

NOTE 2 = CONTACT INFORMATION =
WIMS customer =
Town of Amherst
Water Pollution Control Facility
455 Tonawanda Creek Rd.
Amherst, NY 14228

WIMS Annual Support Contract = HACH181080 = off support since July 2016.
Known as = 26.

Contacts =
Greg Struzik = Information Technology Engineering = 716-691-9771 ext. 8025 = gstruzik@amherst.ny.us
Michael Delamere = mdelamere@amherst.ny.us
Jeff Burroughs = jburroughs@amherst.ny.us
Bill Moore = Lab = wmoore@amherst.ny.us
John Richter = IPP & DMR reports = JRichter@amherst.ny.us

NOTE 3 =
Estimated Date of Implementation = 2021 TBD.
Budget Year = January 1 to December 31

NOTE 4 = SOFTWARE – WIMS CLIENT / SERVER LICENSE =
Hach WIMS with =

- 6 concurrent users
- 1 facility database
- 1 standard SCADA interface
- SQL Express – 10 GB
- 1 year of support (starts on ship date).

Software ships and you will be contacted to initiate services within 20-30 working days of receipt of order.

The WIMS Annual Support Renewal starts in Year 2 on your anniversary date. It is estimated that the cost is 18% of the value of the software at time of renewal. Estimates for Year 2 and Year 3 are =

- Year 2 = If we estimate that the value of the WIMS software at time of renewal in Year 2 is $13,320, then we estimate that the cost of renewal may be $2,400.
- Year 3 = If we estimate that the value of the WIMS software at time of renewal in Year 2 is $13,850, then we estimate that the cost of renewal may be $2,500.

NOTE 5 =
Shipping charges apply for the software. Estimated charges for S/H are $20.00.

Attachment: HACH WIMS Contract (RES-2022-51 : Water Information Management Solution Software and Services - CRS 3108)

NOTE 6 = SERVICES – REMOTE =

The Hach Project Manager will deliver the following services remotely thru Microsoft Teams or WebEx =

- Project Administration.
- Assist with the loading of the new WIMS license to Amherst's server.
- Discuss any updates needed to software on the clients (laptop / PCs) so that Amherst can update those as needed.
- Move the one current database to new WIMS. The 2nd database is an old database that is no longer in use and is not needed so no need to move. Confirm that the two tutorial databases are available (Rocky Creek WWTP and Sandy Beach WTP).

The Hach Project Manager will deliver the following services remotely for the following reports =

- Create netDMR format for upload of data into the netDMR site = 18 parameters in 2 pages = see files labelled "Dec_2020_dmrSubmission_001_V.pdf" and "Dec_2020_dmrSubmission_002_M.pdf".
- Update DMR (hard copy) Page 3 May Report for Geometric Mean calculation update = Amherst states that NY requires a unique 7 day average reporting time frame that may carry over from the end of one month into the next month as well as account for a leap year.
- Update DMR (hard copy) Page 3 Summer (May example) Report for Geometric Mean calculation update = Amherst states that NY requires a unique 7 day average reporting time frame that may carry over from the end of one month into the next month as well as account for a leap year.

Amherst will create / update the balance as needed after training. Examples of some of the items may be =

- Update DMR Page 1 Summer = 1 page with 7 parameters = hard copy file.
- Update DMR Page 1 Winter = 1 page with 7 parameters = hard copy file.
- Update DMR Page 2 Winter = 1 page with 7 parameters = hard copy file.
- Update DMR Page 3 Summer (May example) = 1 page with 5 parameters = hard copy file.
- Update DMR Page 3 Summer (October example) =1 page with 5 parameters = hard copy file.
- Update DMR Page 3 Winter = 1 page with 4 parameters = hard copy file.
- Update DMR Page 4 = 1 page with 7 parameters = hard copy file.
- Update DMR Page 5 = 1 page with 4 parameters = hard copy file.
- Update DMR Page 6 Summer = 1 page with 7 parameters = hard copy file.
- Update DMR Page 6 Winter = 1 page with 7 parameters = hard copy file.
- Update DMR Stormwater 101A = 1 page with 1 parameter = hard copy file.
- Update DMR Stormwater 102A = 1 page with 1 parameter = hard copy file.
- Update State Report = SPDES = See file labelled "State_Report_Dec_2020.pdf" = 6 pages = Outfall #001 Page 1, Outfall #001 Page 2, Outfall #002, Overflow Retention, Weekly Average Lab Report, and Monthly Report page for chemicals / power / sludge / labor.
- Data Entry Forms

Additional scope/work, billed at our standard labor rate, can be requested, and will require a change order.

Implementation assumes internet access is available at installation site.

NOTE 7 = SERVICES – REMOTE = SCADA INTERFACE =

Configuration and installation of one standard interface for one Wonderware Historian =

The Hach Project Manager will deliver the following services remotely thru Microsoft Teams or WebEx =

- Configure and install the one standard SCADA interface. Hach will work remotely with the Amherst personnel who are on site.

Attachment: HACH WIMS Contract (RES-2022-51 : Water Information Management Solution Software and Services - CRS 3108)

- Cross reference up to 10 variables. Amherst will cross reference the balance after training.
- Training for how the interface functions and how to cross reference variables.

NOTE 8 = SERVICES – REMOTE = TRAINING =

Hach WIMS Refresher Training = Delivered Online thru Microsoft Teams or WebEx =
Refresher Training will be delivered in four 4-hour sessions. Suggested Schedule is listed below. Final schedule & topics will be discussed with the Hach Project Manager before delivery of the training =
Session 1 = 4 hours = Basic WIMS Refresher Training for all users.
Session 2 = 4 hours = System Administrator / Advanced Training for Managers & Super Users – selected topics.
Session 3 = 4 hours = System Administrator / Advanced Training for Managers & Super Users – selected topics.
Session 4 = 4 hours = System Administrator / Advanced Training for Managers & Super Users – selected topics.

Topics of special interest for Amherst = DMR report updates, data entry form updates & creation, calculations, and database clean-up tools.

Attachment: HACH WIMS Contract (RES-2022-51 : Water Information Management Solution Software and Services - CRS 3108)

Addendum to Contract VENDOR ON SITE Major

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: HACH WIMS Contract (RES-2022-51 : Water Information Management Solution Software and Services - CRS 3108)

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: HACH WIMS Contract (RES-2022-51 : Water Information Management Solution Software and Services - CRS 3108)

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:

Hach Company
Print Name of Company

By: Heather Johnston
Signature

Heather Johnston, Sales Support Specialist
Printed name

Date: 12/22/2021

in acknowledgement of prices, goods and/or services, and delivery date, but no other terms and conditions

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: HACH WIMS Contract (RES-2022-51 : Water Information Management Solution Software and Services - CRS 3108)

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: Hach Company

Signature: _____

Print Name: Oliver Wadosch

Title: Project Specialist, Hach

Date: 12/22/2021

SARA SHANELLE WEAVER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184017246
MY COMMISSION EXPIRES APRIL 19, 2022

Sworn To Before Me This
22 Day of December, 2021
_____
Notary Public

Attachment: HACH WIMS Contract (RES-2022-51 : Water Information Management Solution Software and Services - CRS 3108)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 12/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY 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
MARSH USA INC.
1050 CONNECTICUT AVENUE, SUITE 700
WASHINGTON, DC 20036-5386
Attn: Danaher.certrequest@marsh.com Fax (212) 948-0503

CN102997607-ALL.-7/1.-21-22 HACH

CONTACT NAME: ...
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : Indemnity Ins Co Of North America	43575
INSURER D : ACE Fire Underwriters Insurance Company	20702
INSURER E :	
INSURER F :	

INSURED
HACH COMPANY
5600 LINDBERGH DRIVE
PO BOX 389
LOVELAND, CO 80539

COVERAGES **CERTIFICATE NUMBER:** CLE-005387575-28 **REVISION NUMBER:** 5

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**			HDO G72488301	07/01/2021	07/01/2022	EACH OCCURRENCE	$ 2,000,0
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,0
	X Contractual Liability						MED EXP (Any one person)	$ 10,0
	X Broad Form PD						PERSONAL & ADV INJURY	$ 2,000,0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,0
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 5,000,0
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C A D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N	N/A		WLR C67808824 (AOS)	07/01/2021	07/01/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [N] (Mandatory in NH)			WLR C67808782 (CA,MA,AZ)	07/01/2021	07/01/2022	E.L. EACH ACCIDENT	$ 2,000,0
	If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C67808861 (WI)	07/01/2021	07/01/2022	E.L. DISEASE - EA EMPLOYEE	$ 2,000,0
							E.L. DISEASE - POLICY LIMIT	$ 2,000,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
TOWN OF AMHERST IS/ARE AN ADDITIONAL INSURED FOR GENERAL LIABILITY, BUT ONLY AS REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSBURG, 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
Marsh USA Inc.

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Attachment: HACH WIMS Contract (RES-2022-51 : Water Information Management Solution Software and Services - CRS 3108)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25236 **RESOLUTION 2022-52** **ADOPTED**

WPCF Sludge Storage Building - General Contract - Change Order No. 4 CRS No. 3107

Attached, please find a copy of the above referenced Change Order #4 which calls for a $2,415.00 decrease to Building Innovation Group Inc.'s contract amount. This Change Order reflects final quantity adjustments. The final value of this contract shall be $1,165,277.00.

The funding source for this change order is KP1721-4972.

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

May we have your approval to award Building Innovation Group Inc. the above referenced Change Order? Thank you for considering this request.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

decrease of $2,415.00; KP1721-4972

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

Change Order

PROJECT: *(Name, address and Project File No.)*

CHANGE ORDER: **# 4**

DATE: 12-14-21

WPCF: Sludge Storage Building – General Contract

Project No. **2017.002A**

TO CONTRACTOR: *(Name and address)*

Building Innovation Group Inc.
107 Lincoln Parkway
East Rochester, NY 14445

The Contract is changed as follows:

(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. The change order is due to reduction in construction materials quantities associated with the project.

All other terms and conditions remain the same.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 1,145,527.00
The net change by previously authorized Change Orders	$ 22,165.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 1,167,692.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (~~increased~~) (decreased) (~~unchanged~~) by this Change Order in the amount of	$ (2,415.00)
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 1,165,277.00
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by	( ) days
The date of Substantial Completion as of the date of this Change Order therefore is	

(Note: This change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive).

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER.

ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER (*Firm name*)
DiDonato Associates Engineering and Architecture, P.C.	Building Innovation Group Inc.	Town of Amherst
ADDRESS: 689 Main Street, Buffalo, NY 14203	ADDRESS: 107 Lincoln Parkway, East Rochester, NY 14445	ADDRESS: 5583 Main Street, Williamsville, NY 14221
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
(*Typed name*)	(*Typed name*)	(*Typed name*): Brian J. Kulpa
DATE	DATE	DATE

Attachment: Change Order #4 Form - Building Innovation Group (#2017.002A - GC) (RES-2022-52 : WPCF Sludge Storage Building - General

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25237 **RESOLUTION 2022-53** **ADOPTED AS AMENDED**

Kingsgate Park CALL Improvements - General Contrac T-Change Order No. 4 CRS No. 3086

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by $18,531.59. This change will cover the costs associated with adding an attic access panel and ladder as well as a door-entry keypad lockset. This change will also cover the costs associated with adding an additional interior stud wall, a full-length metal roof ridge vent, additional gabled-end section roofing and also galvanized gutter leaf guards. A new storm drainage line was also required to be installed in order to connect the gutter downspouts to the roadway storm system. Lastly, a deduct credit is also included within this change as the Town is providing the contractor with the soap and toilet paper dispensers.

Please also note that we are also requesting approval of a no-cost time extension for this contract to be extended by 21 days, through February 25, ~~2021~~ 2022 due to supply-chain related delivery delays. This request has successfully completed the contract review process.

Funding for this contract shall be from project account KP2101.4972.

Thank you for considering this request.

1/3/2022
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Bucki. A motion was then made by Supervisor Kulpa to amend, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

$18,531.59; KP2101-4972

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

AIA® Document G701™ – 2017

Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Central Amherst Little League Concession/Restroom Improvements Project #840127A	*Contract For: General Construction* *Date: December 15, 2021*	Change Order Number: 2
OWNER:	**ENGINEER:**	**CONTRACTOR:**
Town of Amherst 5583 Main St. Williamsville, NY 14221	CHA Consulting, Inc. 2200 Main Place Tower Buffalo, NY 14202	Willett Builders, Inc. 180 Genesee Street Corfu, NY 14036

The Contract is changed as follows:

Contractor shall furnish and install an attic access panel and ladder, keypad and family restroom lockset, full-length metal roof ridge vent and an additional internal stud wall. Contractor shall also furnish and install leaf gutter guards and additional metal roofing material on the gabled ends of the building. In addition, a deduct credit is also included as the Town will be providing the required toilet paper and hand soap dispensers. Lastly, the substantial completion date shall also be extended until February 25, 2022 due to supply-chain related delivery delays.

The original Contract Sum was	$ 875,500.00
The net change by previously authorized Change Orders	$ (67,322.55)
The Contract Sum prior to this Change Order was	$ 808,177.45
The Contract Sum will be increased by this Change Order in the amount of	$ 18,531.59
The new Contract Sum, including this Change Order, will be	$ 826,709.04
The Contract Time will be changed) by	(21) days.
The new date of Substantial Completion shall now be:	February 25, 2022

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT/ENGINEER *(CHA Consulting)*	CONTRACTOR *(Willett Builders, Inc.*	OWNER *(Town of Amherst)*
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Attachment: Willett Change Order 2 Form (RES-2022-53 : Kingsgate Park CALL Improvements - General Contrac T- Change Order No. 4)

Contract Change Order No. 2 - General Construction

Project: Central Amherst Little League Improvements
Contractor: Willett Builders, Inc.

No.	Item Description	Amount
1	Access Panel / Ladder	$423.38
2	Pantry Stud Wall	$762.36
3	Metal Roof Ridge Vent	$787.50
4	Keypad & Family Locksets	$1,301.31
5	Gutter Leaf Guards	$2,362.50
6	Gable-end Roofing	$3,202.50
7	Downspout Storm Drain	$10,737.04
8	TP / Soap Dispensers (Deduct)	($1,045.00)
	Change Order Total:	$18,531.59
	Original Contract Amount:	$875,500.00
	Previous Change Order(s):	($67,322.55)
	Revised Contract Total:	$826,709.04

Attachment: CO2 Summary (RES-2022-53 : Kingsgate Park CALL Improvements - General Contrac T- Change Order No. 4)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25239 **RESOLUTION 2022-54** **ADOPTED AS AMENDED**

Kingsgate Park CALL Improvements - Electrical Contract - Change Order No. 1 CRS No. 3106

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by $10,383.00. This change will cover the costs associated with installing a new public address system conduit and also extending the existing scoreboard electrical connection handhole further to the north towards the scoreboard. In addition, several electrical boxes will be installed and wired to allow for the future installation of a security camera system. Also, several additional electrical outlets and connections will be provided.

Please also note that we are also requesting approval of a no-cost time extension for this contract to be extended by 21 days, through February 25, ~~2021~~ 2022. This item is contingent upon successful completion of the contract review process.

Funding for this contract shall be from project account KP2101.4972.

Thank you for considering this request.

1/3/2022
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion was then made by Supervisor Kulpa to amend, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

$10,383.00; KP2101-4972

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

AIA® Document G701™ – 2017

Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Central Amherst Little League Concession/Restroom Improvements Project #840127A	*Contract For: Electrical Construction* *Date: December 21, 2021*	Change Order Number: 1
OWNER:	**ENGINEER:**	**CONTRACTOR:**
Town of Amherst 5583 Main St. Williamsville, NY 14221	CHA Consulting, Inc. 2200 Main Place Tower Buffalo, NY 14202	Goodwin Electric Corp. 201 South Youngs Rd. Williamsville, NY 14221

The Contract is changed as follows:

Contractor shall furnish and install a new conduit for the public address system across the asphalt pathway. The existing scoreboard electric connection handhole shall be extended and installed further to the north near the existing flagpole. In addition, several electrical boxes will be installed and wired to allow for a future security camera system to be installed. Also, additional electrical outlets and connections will be provided. Lastly, the substantial completion date shall also be extended until February 25, 2022.

The original Contract Sum was	$ 39,850.00
The net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 39,850.00
The Contract Sum will be increased by this Change Order in the amount of	$ 10,383.00
The new Contract Sum, including this Change Order, will be	$ 50,233.00
The Contract Time will be changed by	(21) days.
The new date of Substantial Completion shall now be:	February 25, 2022

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT/ENGINEER *(CHA Consulting)*	CONTRACTOR *(Goodwin Electric Corp.)*	OWNER *(Town of Amherst)*
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Attachment: Goodwin Change Order 1 Form (RES-2022-54 : Kingsgate Park CALL Improvements - Electrical Contract - Change Order No. 1)

Contract Change Order No. 1 - Electrical Construction

Project: Central Amherst Little League Improvements
Contractor: Goodwin Electric Corp.

No.	Item Description	Amount
1	Public Address Conduit	$2,074.00
2	Extended Hanhole Location	$3,870.00
3	Cameras, Roll-up Door, Outlets, Kitchen Cord Drop	$4,439.00
	Change Order Total:	$10,383.00
	Original Contract Amount:	$39,850.00
	Previous Change Order(s):	$0.00
	Revised Contract Total:	$50,233.00

Attachment: Goodwin - CO1 Summary (RES-2022-54 : Kingsgate Park CALL Improvements - Electrical Contract - Change Order No. 1)

Goodwin Electric Corp.

201 South Youngs Road
Williamsville, NY 14221
Phone: (716) 634-4000 Fax: (716) 634-4038

17-Dec-21

CHA
Jake Dominesey
Engineer

RE: Central Amherst Little League
PCI - Cameras, Roll-Up Door, Receptacles and Kitchen Cord Drop

Dear Jake,

Quote: This quote includes additional work as referenced above and as attached.
See below and attached for labor and material breakdown.

Electrician Frmn	(	2.83	Hrs @	$	96.24	)	$	272.23
Electrician Frmn 2nd	(	0.00	Hrs @	$	107.19	)	$	-
Electrician Frmn OT	(	0.00	Hrs @	$	128.16	)	$	-
Electrician	(	22.63	Hrs @	$	88.70	)	$	2,007.20
Electrician 2nd	(	0.00	Hrs @	$	98.57	)	$	-
Electrician OT	(	0.00	Hrs @	$	116.95	)	$	-
Material							$	1,465.03
Subtotal							$	3,744.46
O&P							$	561.67
Bond							$	133.06
Total Add							$	4,439.00

If you have and questions, please do not hesitate to contact me.

Goodwin Electric Corp.,

Kevin Martin
Project Manager

Attachment: Goodwin CO #1 - CALL - FO ___ - Cameras, Roll-Up Door, Receptacles (RES-2022-54 : Kingsgate Park CALL Improvements -

RE: **Central Amherst Little League**
PCI - Cameras, Roll-Up Door, Receptacles and Kitchen Cord Drop

Description		Qty	Material	Labor
20A	DX REC HUBBELL CR20	1	$ 6.16	0.42
1G	DUPLEX PLATE	1	$ 2.95	0.12
4 SQ BO›	2-1/8D 1/2 & 3/4 KO	1	$ 2.35	0.22
4 SQ	1/2D 1G PLASTER RING	1	$ 1.54	0.09
	WIRENUT - RED	3	$ 0.78	0.22
#12-2/C	MC CABLE W/GRN GRD	18	$ 32.85	0.37
1/2''	MC CONNECTOR AC-50	2	$ 3.08	0.37
	STAPLE 1/16 - 1-1/2''	2	$ 0.47	0.11
CONNECTION TO ROLL UP DOOR		1	$ 2.37	1.00
120V 1P	FLSH MNT MMS W/PILOT	1	$ 118.22	0.94
	OVERLOAD RELAY	1	$ 19.69	0.94
	FLUSH 3 UNIT PB ST.	1	$ 279.05	2.12
4 SQ BO›	1-1/2D 1/2 KO	3	$ 6.04	0.67
4 SQ	1/2D 1G PLASTER RING	2	$ 3.08	0.19
4 SQ	4 SQ BLANK COVER	1	$ 1.07	0.06
1/2''	EMT	10	$ 14.46	0.37
1/2''	EMT STEEL SS CONN	2	$ 1.19	0.22
1/2''	EMT STEEL SS COUP	1	$ 0.59	0.06
1/2''	MINERALLAC STRAP	1	$ 0.78	0.07
	CADDY H23 BOX SUPT	5	$ 8.89	0.28
1/2''	FLEX CONDUIT	2	$ 1.33	0.07
1/2''	FLEX ANGLE CONN	1	$ 4.62	0.22
1/2''	FLEX STR. CONN	1	$ 2.73	0.19
12	THHN STR CU	95	$ 56.28	0.71
12	THHN CU GREEN	15	$ 8.89	0.11
#12-2/C	MC CABLE W/GRN GRD	80	$ 145.99	1.65
1/2''	MC CONNECTOR AC-50	2	$ 3.08	0.37
	STAPLE 1/16 - 1-1/2''	15	$ 3.53	0.84
*ANY LIMIT SWITCHES OR SAFETY SWITCHES ARE EXCLUDED, SINCE NONE WERE SHOWN ON THE CUTSHEET FOR THE ROLL UP DOOR PROVIDED				
CAMERA	CAT 6 PLENUM	450	$ 298.62	3.37
	BRIDLE RING/J-HOOK	30	$ 79.50	2.87
4 SQ BO›	2-1/8D 1/2 & 3/4 KO	6	$ 14.08	1.35
4 OCT BC	1-1/2D 3/4 KO	6	$ 32.71	0.90
24''	T-BAR BOX HANGER	6	$ 67.55	0.34
1/4.	BEAM CLAMP - MALLABLE	6	$ 6.83	0.56
1/4-20	3/8 MACHINE SCREW	6	$ 0.43	0.01
1"	SLEEVE	1	$ 6.45	0.28
1''	ARLINGTON BUSHING - EMT1(	2	$ 0.95	0.07
	FIRESTOP	1	$ 2.85	0.28

Attachment: Goodwin CO #1 - CALL - FO ___ - Cameras, Roll-Up Door, Receptacles (RES-2022-54 : Kingsgate Park CALL Improvements -

*TERMINATIONS AND ALL OTHER EQUIP ARE EXCLUDED

3/4"	2G FS BOX	-1	$	(14.22)	-0.50
3/4"	CONDUIT	-11	$	(25.74)	-0.41
3/4"	ELBOW	-2	$	(9.74)	-0.44
	SAW CUT CONCRETE	-20	$	-	-2.00
	REMOVE CONCRETE	-10	$	-	-1.50
	PATCH CONCRETE	-10	$	(20.00)	-1.50
20A3W1	T-LOCK RECEPTACLE	1	$	22.92	0.37
1G	430 SS SINGLE REC PL	1	$	4.03	0.09
4 SQ BO›	1-1/2D 1/2 KO	1	$	2.01	0.22
4 SQ	1/2D 1G PLASTER RING	1	$	1.54	0.09
24''	T-BAR BOX HANGER	1	$	11.26	0.06
	TWIST LOK CORD END	1	$	29.14	0.44
#12-3/C	CO CORD DROP CABLE	10	$	36.40	0.56
1/2.	STRAIN RELIEF	1	$	33.77	0.09
	LEVITON BOX	1	$	52.63	0.50

*USE HOMERUN CIRCUIT AS PER CONTRACT FOR CEILING RECEPTACLE
*USE GFI RECEPTACLES FROM FLOOR BOX IN THE LEVITON BOX

	SHIPPING HANDLING	1	$	45.00	0.25
	TIE WIRE	1	$	9.00	0.50
	MISC HARDWARE	1	$	10.00	1.00
	FIRESTOP	1	$	10.00	1.00
	AS-BUILTS	1	$	25.00	0.75
Total Adds			**$**	**1,465.03**	**22.63**

Attachment: Goodwin CO #1 - CALL - FO ___ - Cameras, Roll-Up Door, Receptacles (RES-2022-54 : Kingsgate Park CALL Improvements -

Goodwin Electric Corp.

201 South Youngs Road
Williamsville, NY 14221
Phone: (716) 634-4000 Fax: (716) 634-4038

10-Nov-21

CHA
Jake Dominesey
Engineer

RE: Central Amherst Little League
PCI - Add Public Address Conduit

Dear Jake,

Quote: This quote includes additional work as referenced above and as attached.
See below and attached for labor and material breakdown.

Electrician Frmn	(	1.23	Hrs @	$	96.24	)	$	118.48
Electrician Frmn 2nd	(	0.00	Hrs @	$	107.19	)	$	-
Electrician Frmn OT	(	0.00	Hrs @	$	128.16	)	$	-
Electrician	(	9.85	Hrs @	$	88.70	)	$	873.60
Electrician 2nd	(	0.00	Hrs @	$	98.57	)	$	-
Electrician OT	(	0.00	Hrs @	$	116.95	)	$	-
Material							$	757.24
Subtotal							$	1,749.32
O&P							$	262.40
Bond							$	62.16
Total Add							$	2,074.00

If you have and questions, please do not hesitate to contact me.

Goodwin Electric Corp.,

Kevin Martin
Project Manager

Attachment: Goodwin CO #1 - CALL - PCI - Add PA Conduit (RES-2022-54 : Kingsgate Park CALL Improvements - Electrical Contract - Change

RE: **Central Amherst Little League**
PCI - Add Public Address Conduit

Description		Qty		Material	Labor
1''	PVC SCH 80	110	$	578.75	4.23
1''	GRC	10	$	100.72	0.97
1''	PVC SCH 80 90 ELBOW	2	$	18.34	0.37
1''	PVC COUPLING	2	$	2.61	0.22
1''	PVC BOX ADPT/MALE	2	$	4.03	0.37
1''	PVC ADPT/FEMALE	1	$	2.28	0.19
1''	X 12 NIPPLE	1	$	12.40	0.19
1''	LOCKNUT	2	$	0.71	0.11
1''	PLASTIC BUSHINGS	2	$	1.66	0.19
1''	HOLE DRILL & PATCH	1	$	9.48	1.68
1''	UNISTRUT STRAP	2	$	4.88	0.09
	TRUE TAPE	110	$	4.27	0.11
	3'' WARNING TAPE MAG.	110	$	7.11	0.11
	MISC HARDWARE	1	$	10.00	1.00
Total Adds			**$**	**757.24**	**9.85**

Attachment: Goodwin CO #1 - CALL - PCI - Add PA Conduit (RES-2022-54 : Kingsgate Park CALL Improvements - Electrical Contract - Change

Goodwin Electric Corp.

201 South Youngs Road
Williamsville, NY 14221
Phone: (716) 634-4000 Fax: (716) 634-4038

10-Nov-21

CHA
Jake Dominesey
Engineer

RE: Central Amherst Little League
PCI - Extend Handhole Location

Dear Jake,

Quote: This quote includes additional work as referenced above and as attached.
See below and attached for labor and material breakdown.

Electrician Frmn	(	2.35	Hrs @	$	96.24	)	$	225.74
Electrician Frmn 2nd	(	0.00	Hrs @	$	107.19	)	$	-
Electrician Frmn OT	(	0.00	Hrs @	$	128.16	)	$	-
Electrician	(	18.77	Hrs @	$	88.70	)	$	1,664.46
Electrician 2nd	(	0.00	Hrs @	$	98.57	)	$	-
Electrician OT	(	0.00	Hrs @	$	116.95	)	$	-
Material							$	1,374.26
Subtotal							$	3,264.46
O&P							$	489.67
Bond							$	116.00
Total Add							$	3,870.00

If you have and questions, please do not hesitate to contact me.

Goodwin Electric Corp.,

Kevin Martin
Project Manager

Attachment: Goodwin CO #1 - CALL - PCI - Extend Handhole Location (RES-2022-54 : Kingsgate Park CALL Improvements - Electrical Contract

RE: **Central Amherst Little League**
PCI - Extend Handhole Location

Description		Qty		Material	Labor
1''	PVC SCH 80	100	$	526.14	7.48
1''	PVC SCH 80 90 ELBOW	2	$	18.34	0.37
1''	PVC COUPLING	4	$	5.21	0.45
1''	PVC BOX ADPT/MALE	2	$	4.03	0.37
1''	LOCKNUT	2	$	0.71	0.11
1''	PLASTIC BUSHINGS	2	$	1.66	0.19
	TRUE TAPE	100	$	7.11	0.19
10	THHN STR CU	900	$	789.21	8.42
	3'' WARNING TAPE MAG.	100	$	11.85	0.19
	MISC HARDWARE	1	$	10.00	1.00
Total Adds			**$**	**1,374.26**	**18.77**

Attachment: Goodwin CO #1 - CALL - PCI - Extend Handhole Location (RES-2022-54 : Kingsgate Park CALL Improvements - Electrical Contract

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Finance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 25198 **RESOLUTION 2022-55** **ADOPTED**

Approve Procurement Policy and Contract Management Policy

WHEREAS, Amherst Town Code Section 4-17 requires the Department of Contract Compliance and Administration to establish and maintain the Town's Procurement Policy and Contract Management Policy; and

WHEREAS, these policies have been developed by the Contract Compliance and Administration Department, and the various Town Department Heads have had an opportunity review and suggest any modifications to the policies, with none being received;

NOW, THEREFORE BE IT RESOLVED, the attached Procurement Policy and Contract Management Policy are hereby adopted as the official Town policies.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

N/A

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

Attachment: Procurement Policy - 2022 Reorg - Final (RES-2022-55 : Adopt Procurement Policy and Contract Management Policy)

PROCUREMENT POLICY

TOWN OF AMHERST
NEW YORK

January 2022

Adopted 1/3/2022, Resolution 2022-55

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Attachment: Procurement Policy - 2022 Reorg - Final (RES-2022-55 : Adopt Procurement Policy and Contract Management Policy)

PURPOSE

The purpose of the procurement policy is to safeguard the taxpayers of the Town of Amherst by assuring that competition is sought in a reasonable, cost-effective manner for all procurements where practical and required by NYS General Municipal Law (GML) §103. Goods and services that are not subject to competitive bidding by NYS law must be procured in a manner that assures the prudent and economical use of public funding, facilitates the acquisition of goods and services of the highest quality at the lowest possible cost, and guards against favoritism, improvidence, extravagance, fraud and corruption (GML §104-b).

This policy supersedes any and all prior procurement policies, procedures and Town Board resolutions regarding procurement. All future Town Board resolutions that affect this policy must include revisions to the policy for simultaneous approval.

AUTHORITY AND DUTIES

Principal Procurement Official
Except as otherwise provided herein, the Director of Contract Compliance shall serve as the principal public procurement official for the Town of Amherst, and shall be responsible for the oversight of the procurement of supplies, services, equipment, and public works projects in accordance with this policy, as well as oversight of the auction/disposal of surplus supplies and equipment.

Departmental Authority
Department Heads (or their designee) have the authority to perform the purchasing function for their department. A listing of municipal officials responsible for purchasing decisions is attached in Appendix A. If a Department Head has designated an employee in their department to assist with purchasing, a listing of such employees should be given to the Contract Compliance and Administration Department. Contract Compliance should be notified when this list is modified.

ANNUAL REVIEW

This policy shall be reviewed on an annual basis, and placed on the agenda for approval by the Amherst Town Board at their Reorganization meeting, held in January of each year.

The Director of Contract Compliance shall be responsible for initiating the annual review process. Comments concerning the policies and procedures shall be solicited from officers of the Town involved in the procurement process prior to the submittal to the Town Board.

Attachment: Procurement Policy - 2022 Reorg - Final (RES-2022-55 : Adopt Procurement Policy and Contract Management Policy)

GENERAL PROCUREMENT CATEGORIES

Most procurements generally fit into one of the categories listed in the following table. This table identifies whether these categories are within the requirements of General Municipal Law (GML) Section 103, or within local procurement policies and procedures required by GML Section 104-b.

See Town of Amherst Local Procurement Chart on page 7.

	Subject to Competitive Bidding (Section 103)	Local Policies and Procedures (Section 104-b)
Purchase Contracts and Contracts for Public Work if No Other Exception Applies		
Purchase Contracts – In excess of the $20,000 Threshold	X	
Purchase Contracts – Below the $20,000 Threshold		X
Contracts for Public Work – In excess of the $35,000 Threshold	X	
Contracts for Public Work – Below the $35,000 Threshold		X
Procurements Exempt from the Requirements of section 103 and the Quotations/Proposals Requirement of section 104-b		
Preferred Sources (State Finance Law, section 162; Correction Law, sections 184, 186)		X
State Contracts; certain Federal contracts (GML, section 104)		X
County Contracts (GML, section 103[3])		X
Additional exemptions provided for in local policies and procedures (e.g., “piggybacking” on certain other government contracts in accordance with the prerequisites in GML, section 103 [16]); other local exemptions).		X
Procurements Exempt from section 103		
Emergency (GML, section 103 [4])		X
Sole Source		X
Professional Service		X
True Leases		X
Insurance		X
Surplus/Second-hand Materials, Supplies, Equipment from Certain Other Governments (GML, section 103 [6])		X

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LAWS GOVERNING PROCUREMENT

NYS law allows various methods of procurement to be available to municipalities.

1. **NYS GML §103**

GML §103 requires advertisement for sealed bids for all contracts for public work involving an expenditure of more than $35,000 and all purchase contracts involving an expenditure of more than $20,000. Such contracts shall be awarded to the lowest responsible bidder, provided, however, that purchase contracts (including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the Labor Law) may be awarded on the basis of best value, as defined in State Finance Law §163. Chapter 40 of the Amherst Town Code allows purchasing using Best Value for piggyback contracts only. See the Amherst Town Code for more information.

A) Purchase Contract v. Public Works Contract

The Office of the State Comptroller has issued opinions that the term "purchase contract" applies to the procurement of commodities (e.g. equipment, materials, supplies and some services), while the term "contract for public work" applies to contracts for services, labor and construction. A public works contract is defined as an improvement to a public facility in which the majority of the costs are labor. In many instances, contracts involve both goods and services, and it is difficult to determine which bid limit to apply. Each procurement must be reviewed on a case-by-case basis and a determination made as to what kind of contract is involved. As a general rule, if the contract involves a substantial amount of labor such that it is the focal point and the acquisition of materials is incidental, it will be considered a contract for public work. Conversely, if services or labor is only minimal or incidental to the acquisition of goods, it is considered a purchase contract. For example, a contract for interior painting of a building involves both material (paint) and labor (painting). In most instances, the labor component of the contract will be predominant making it a contract for public work. In contrast, replacing a boiler or furnace, while involving both equipment (the boiler) and labor (installation) will, in most instances, consist primarily of a charge for the equipment, making it a purchase contract. The purchaser or initiating department should make this determination. If you are unsure, please contact Contract Compliance and Administration for assistance.

B) Aggregation

In determining thresholds, consideration must be taken as to the aggregate amount reasonably expected to be expended for "all purchases of the same commodities, services or technology to be made within the twelve-month period commencing on the date of purchase", whether from a single vendor or multiple vendors. Please note this is a rolling period and should be reviewed each time a purchase is made. Past history should also be taken into consideration when evaluating annual costs associated with the purchase of a commodity or service. If the bid limit is anticipated to be exceeded, competitive bidding shall be used. The Director of Contract Compliance shall determine aggregation rules and application to the annual value of a commodity based on the best information available at that time. If it is determined that a procurement is required that was not initially included in an aggregated contract, the item(s) may be quoted using one of the methods below and the item(s) must be included in the next bid or contract for that commodity or group of items.

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2. NYS GML §104-b

GML §104-b states that goods and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public moneys in the best interests of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. It requires, among other things, that the governing board of every political subdivision adopts, by resolution, internal policies and procedures governing all procurement of goods and services which are not required to be made pursuant to competitive bidding requirements of GML §103 or any other general, special or local law, and that the policies and procedures be reviewed on an annual basis.

3. EXEMPTIONS

A) Preferred Sources

In some situations, municipalities are required to purchase certain goods and services from providers having "preferred source" status, in order to achieve "special social and economic goals". These purchases are not subject to competitive procurement requirements. Preferred sources include: Correctional Industries Program of the Dept. of Corrections and Community Supervisions (Corcraft); approved qualified, nonprofit agencies for the blind; approved special employment programs for mentally ill persons; approved qualified charitable nonprofit agencies for other severely disabled persons; and certain approved qualified veteran's workshops. An assessment of preferred vendor availability should be made before a commodity or service is considered for competitive bidding or alternative procurement procedures. More information can be found at the NYS Office of General Services (OGS).

B) State Contracts, Certain Federal Contracts – GML §104

Certain State contracts are made available to local governments and school districts through the New York State Office of General Services (OGS). Purchases may be made at the same prices, under the same terms as the State. The majority of State contracts can be used as soon as they are awarded. Orders are placed directly with the contractors listed, using a purchase order.

Departments must follow the recommended procedures for State agencies for each contract (e.g. if over $50,000, multiple quotes should be obtained; requirement to use mini-bids in certain instances; etc.).

Departments are able and encouraged to negotiate a lower price from the NYS OGS contract holder. In addition, pursuant to State Finance Law §163(3)(a)(v), OGS centralized commodities contracts that contain a clause known as "OGS or Less" may allow an agency to obtain needed commodities from a non-contract vendor in order to take advantage of non-contract savings that may develop in the marketplace. The contractor holding the State contract must first be given an opportunity to meet the lower price. Please see NYS Procurement guidelines or contact Contract Compliance and Administration for assistance.

Federal contracts may be used from certain Federal General Service Administration (GSA) contracts. These include information technology and telecommunications items; certain equipment and activities through the US Department of Defense; alarm and signal systems; firefighting and rescue equipment;

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law enforcement and security equipment; certain products and services to facilitate recovery from major disasters; etc. For purchases of $3,000 or more, you must follow Federal Acquisition Regulations, which require competitive pricing among the GSA contractors. This can be accomplished by using eBuy on the GSA site. Please see Federal procurement guidelines.

C) County Contracts – GML §103(3)

GML §103(3) expressly permits a political subdivision to make purchases of materials, equipment or supplies, or to contract for services other than those subject to Article 9 of the Labor Law, when available, through the county in which the political subdivision or district is located or through any county within the state subject to the rules established pursuant to Subdivision 2 of Section 408-a of the County Law. Prior to making such purchases or contracts, the officer, board or agency shall consider whether such contracts will result in cost savings after all factors, including charges for service, material, and delivery, have been considered.

D) Piggybacking

Local governments may "piggyback" on contracts that have been extended to local governments and school districts by certain other governments. Use of these contracts constitutes an exception to the competitive bidding and offering requirements of the law. This exemption authorizes political subdivisions to purchase apparatus, materials, equipment or supplies, and to contract for services related to the installation, maintenance, or repair of these items, through the use of contracts let by the United States or any agency thereof, any State or any other political subdivision or district therein. Three prerequisites must be met:

1) The contract must have been let by the United States or any other agency thereof, any state or any other political subdivision or district therein. Therefore, there must be an underlying contract let by one of the listed governmental entities. Contracts developed for use by local governments that are let by private parties and not by the United States or any agency thereof, any state or any other political subdivision or district therein, would not fall within the exception.

   The phrase "any state or other political subdivision or district therein" clearly includes other states, and political subdivisions in other states, as well as New York State political subdivisions. Therefore, in addition to the current competitive bidding exception for certain purchases through contracts of New York State counties (County Law §408-a; GML §103[3]), local governments may also purchase through qualifying contracts let by other New York State political subdivisions under this exception.

2) The contract must have been made available for use by other governmental entities. This means that the other governmental entity has taken steps to make its contract available for New York local governments. In general, this would occur by inclusion in the contract let by the other entity of a clause extending the terms and conditions of the contract to other governmental entities. Unilateral offers by vendors to extend contract pricing and other terms and conditions would not fall within the exception.

3) The contract must have been let in a manner that constitutes competitive bidding "consistent with state law." The purchasing local government would need to obtain background information on the procedures used to let the contract and, as necessary, consult with its counsel, to determine whether this prerequisite is met.

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LOCAL PROCUREMENT CHART

The following procurement requirements shall apply to all Town of Amherst purchases.

	Verbal Quotes		Written Quotes			Bid	RFP/ RFQ	Other
	1	2	1	2	3			
Purchase Contracts								
$5,000 or less	X							
$5,001 - $10,000				X				
$10,001 - $20,000					X			
Over $20,000 (GML §103)						X		
IT & Consumer Electronics**								X
Public Works Contracts								
$7,500 or less	X							
$7,501 - $15,000				X				
$15,001 - $35,000					X			
Over $35,000 (GML 103)						X		
Emergency								X
Sole Source								X
Professional Services								
$20,000 or less (requires TB approval)			X					
Over $20,000							X	
True Leases			X					
Insurance					X			
Second Hand Equipment								
$20,000 or less	X							
Over $20,000 (from other gov. only)								X

***All information technology (IT) related products (hardware and software) and consumer electronics in an amount over $500 require the written approval of the Director of Information Technology (or designee) for suitability and compatibility with existing or planned IT infrastructure, in addition to the Purchase Contracts requirements above. Documentation of approval should be submitted to the Comptroller's Office with purchase orders. Police or SCADA networks are excluded from this requirement.*

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LOCAL PROCUREMENT REQUIREMENTS

Every purchase shall be made using the requirements in the Town of Amherst Procurement Chart. Each purchase must be initially reviewed to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known, or can reasonably be expected, that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year.

When bidding is not required under GML §103, all goods and services will be secured by use of written requests for proposals/qualifications, written quotations, verbal quotations, or any other method that assures the goods will be purchased at the lowest price and that favoritism will be avoided.

A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement, so long as the good faith effort has been made.

Documentation and an explanation is required whenever a contract is awarded to other than the lowest responsible offer. The documentation will include an explanation of how the award will achieve the savings or how the offer was not responsible. A determination that the offer is not responsible shall be made by the purchasing department in conjunction with Contract Compliance.

Pursuant to General Municipal Law Section 104-b(2)(f), the procurement policy may contain circumstances when, or types or procurement for which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotations will not be in the best interest of the municipality. In the following circumstances, it may not be in the best interests of the Town of Amherst to solicit quotations or document the basis for not accepting the lowest bid:

1) **Purchase Contracts Under $5,000 / Public Works Contracts Under $7,500**

   The time and documentation required to purchase through this policy may be costlier than the item itself and may therefore not be in the best interests of the taxpayer. In addition, it is not likely that such de Minimis contracts would be awarded based on favoritism. However, this does not relieve the individual making the purchase from responsibility for monitoring other sources of the same product.

2) **Emergency Purchases**

   Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents. This section does not preclude alternate proposals if time permits.

   There are three basic statutory criteria to be met in order to fall within this exception. These are: 1) that the situation arises out of an accident or other unforeseen occurrence or condition; 2) the circumstances affect public buildings, public property, or life, health, safety or property of the political subdivision's residents; and 3) the situation requires immediate action which cannot await competitive bidding.

   Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in

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favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation in which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

There are certain emergency occurrences which may be foreseeable. In these instances, each department should, one time per year, solicit bids from appropriate providers to be selected to be the exclusive "on call" provider for recurring emergencies.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

The department head must make every reasonable attempt to obtain approval from the Supervisor prior to making the purchase. An Emergency Purchase Documentation Form must be completed to document the emergency purchase (see Exhibit B). This form must be submitted to the Town Board at the first work session following the date of the Emergency purchase. The Town Board, as soon as reasonably possible after notification, shall pass a resolution affirming the need for the purchase.

3) Sole Source

There is no requirement for competitive bidding when a good or service is available only from one possible source. To qualify as a sole source exception, the acquisition must be in the public interest and available only from one source, for which there is no equivalent. To service the public interest, there must be unique benefits as compared to a different good or service, and no other good or service would provide substantially similar benefits. The cost must be reasonable when considering the benefit. The sole source exception cannot be used simply because it is anticipated that only one bid will be submitted. Use of a sole source vendor requires Town Board approval.

4) Professional Services

This applies to professional services or services requiring a special or technical skill, training or expertise. The individual or company must be chosen based on accountability, reliability, responsibility, skill, education and training, judgement, integrity and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

Professional services up to $20,000 require approval by the Town Board, but do not require an RFP or RFQ process. In determining whether a service fits into this category, the Town Board shall take into consideration the following guidelines: a) whether the services are subject to State licensing or testing requirements; b) whether substantial formal education or training is a necessary prerequisite to the performance of the services; and c) whether the services require a personal relationship between the individual and municipal officials. Professional or technical services shall include but not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps, and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant or auditor; investment management services; appraisal services; printing services involving extensive writing, editing or art work; management of municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing of pre-packaged software.

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Professional services over $20,000 must be solicited and evaluated using a Request for Proposals (RFP) or Request for Qualifications (RFQ). RFPs typically use cost as one factor in the evaluation process. RFQs typically require that pricing be submitted in a separate sealed envelope. Proposers are then evaluated based on their qualifications only, and pricing is negotiated after the preferred vendor is selected.

5) True Leases

Competitive bidding is not required when leasing real property or equipment. However, the lease must be an actual lease and a contract may not be called a lease to circumvent the competitive bidding process. In addition, the exception is not allowable for a lease-purchase agreement, in which the item being leased will be owned by the municipality at the end of the lease term.

6) Insurance

The purchase of insurance is exempt from bidding requirements. However, it is in the best interest of the taxpayers to solicit multiple quotations prior to binding insurance.

7) Second Hand Equipment

If alternate proposals are required, the Town may be precluded from purchasing surplus and second-hand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods and a lower price may indicate an older product. Each piece of equipment shall be treated as an individual purchase, and aggregation shall not apply. Purchases of an individual piece of equipment with a cost over $20,000 may only be obtained from another governmental entity, unless formally bid.

REQUIRED DOCUMENTATION

Documentation is required of each action taken in connection with procurement. This includes Town Board resolutions, memoranda, written quotes, telephone logs (for verbal quotes), requests for proposals, proposals, contracts (i.e. copies of State/County contracts), and any other appropriate form of documentation. See Appendix C, Verbal Quote Sheet, which can be used for documentation. If there is any question on what form of documentation is required, the Contract Compliance and Administration Department should be consulted.

MWBE REQUIREMENTS

Chapter 32 of the Town Code defines the requirement for the commitment of the Town of Amherst MBE/WBE Utilization Commitment Act for expenditures over $50,000 for purchase contracts, and over $100,000 for public works contracts. Please see the Town Code for more information.

PURCHASE OF VEHICLES/EQUIPMENT

Purchases of passenger vehicles (A/C #2200), trucks/tractors (A/C #2250) and other equipment (A/C #2600) shall be placed on the Town Board agenda for approval prior to purchase.

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APPENDIX A

MUNICIPAL OFFICIALS
RESPONSIBLE FOR PURCHASING DECISIONS

Assessor's Office ..... Emily Murphy
Attorney's Office ..... Stanley Sliwa
Building Department ..... Mark Berke
Building Maintenance ..... Richard Lennox
Central Fire Alarm ..... Steven Matisz
Comptroller's Office ..... Daryl Bramer
Councilmembers ..... Jacqueline Berger
Emergency Services & Safety ..... James Zymanek
Engineering ..... Jeffrey Burroughs
Finance ..... Lynda Juul
Highway ..... Patrick Lucey
Human Resources ..... Robert McCarthy
Planning ..... Daniel Howard
Police ..... Scott Chamberlin
Contract Compliance & Administration ..... Lynda Juul
Senior Services ..... Melissa Abel
Supervisor's Office ..... Brian Kulpa
Town Clerk ..... Francina Spoth
Town Court ..... Maria Hughes
Youth & Recreation ..... Mary-Diana Pouli

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APPENDIX B

EMERGENCY PURCHASE DOCUMENTATION

(SEE FOLLOWING PAGE)

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Town of Amherst
Emergency Purchase Documentation Form

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property, or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: _____

2. Date you received approval from the Supervisor: _____

3. Date of Town Board work session where Board is notified: _____

4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (attach additional detail if necessary): _____
   _____
   _____

5. Is there adequate funding in your current operating budget to cover this purchase? _____
   Identify budget Org/Object: _____

6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: _____
   _____
   _____

7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so: _____
   _____
   _____

8. Department Head Signature: _____ Date: _____

CC: Town Board, Town Attorney, Contract Compliance & Administration

For Contract Compliance & Administration Use Only
Date of Town Board Resolution: Emergency Purchase Tracking/Res #:

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APPENDIX C

VERBAL QUOTE SHEET

(SEE FOLLOWING PAGE)

Attachment: Procurement Policy - 2022 Reorg - Final (RES-2022-55 : Adopt Procurement Policy and Contract Management Policy)

Town of Amherst

5583 Main Street
Williamsville, NY 14221

Verbal Quote Sheet

Product Description: _____

_____

_____

Quote #1 Date: ___/___/___ Vendor Name: _____

Contact Name: _____ Phone_____

Email: _____ **COST: $_____**

Notes: _____

_____

Quote #2 Date: ___/___/___ Vendor Name: _____

Contact Name: _____ Phone_____

Email: _____ **COST: $_____**

Notes: _____

_____

Quote #3 Date: ___/___/___ Vendor Name: _____

Contact Name: _____ Phone_____

Email: _____ **COST: $_____**

Notes: _____

_____

Quotes obtained by: _____

Department: _____

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Attachment: Contract Administration Policy - 2022 Reorg - Final (RES-2022-55 : Adopt Procurement Policy and Contract Management Policy)

CONTRACT ADMINISTRATION POLICY

TOWN OF AMHERST NEW YORK

January 2022

Adopted 2/3/2022, Resolution 2022-xx

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TOWN OF AMHERST
CONTRACT MANAGEMENT POLICY

PURPOSE

The purpose of this policy is to advise Town of Amherst department heads and other department personnel of Town contract administration procedures that should be followed. Adherence to the procedures outlined in this policy will allow contracts to be administered properly, and to smoothly and efficiently complete the contract routing process.

SIGNATURE REQUIREMENTS

Pursuant to Town Law §64, only the Supervisor has the authority to enter into a contract, after obtaining Town Board approval, and must be the signatory on all contracts. This includes ALL contracts that require a signature. The only exception to this is for Contracts under $5,000, as outlined below. ALL contracts should be routed through the Amherst Contract Management System (ACMS).

AMHERST CONTRACT MANAGEMENT SYSTEM (ACMS)

The Town IT Department, in conjunction with the Contract Compliance and Administration Department, developed the Amherst Contract Management System (ACMS). The purpose of the system is to route all Town contracts electronically to streamline the approval process and allow employees to view the status of Town contracts at any point during that process. There are two sides to the system – the Contract Routing System (CRS) and the Contract Management System (CMS). Contracts are entered into CRS, and automatically move over to CMS once routing approval is complete and the contract has been approved by the Town Board.

Contracts are entered into the system by the initiating department or by Contract Compliance for items that require bids, RFPs or RFQs. The following information is required to be entered into CRS:

- The type of contract (general contract, piggyback, professional services, etc.)
- Whether the contract is Town-wide (for use by any Town department) or pertains to an individual department
- Requested Town Board meeting date for placement on agenda
- Start and end dates (these should be included for all contracts)
- Whether the contract allows for extensions, and if so, how many, and the length of each
- Org, Object, and amount of the contract (for budgetary approval)
- Whether prevailing wage applies, and if so, the link to the prevailing wage schedule must be uploaded into CRS

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Contracts are reviewed and approved as outlined below. Each step of the process may take several days, depending on the schedules of each department. In order for contracts to receive full approval prior to the agenda deadline, all documentation should be entered into ACMS one to two weeks prior to that deadline. Each reviewing department shall review in a timely manner to ensure contracts are processed as efficiently as possible.

- Contract Compliance shall review for compliance with General Municipal Law, applicable Federal and State Laws, the Town's Procurement Policy, and to ensure that all required paperwork has been included in the submittal
- Comptroller shall review for compliance with the Town budget and sufficiency of information related to the audit of claims
- Attorney shall review for legal requirements and insurance

Once all the appropriate documentation is uploaded into CRS, each reviewing department will be notified, and will review the contract in the routing system. The originating department is notified via system emails at each step of the process. Once fully approved, the system notifies the originating department that the contract can be placed on the Town Board agenda. The originating department is responsible for uploading the contract to the agenda for Town Board approval.

If there is an issue with the proposed contract during the process and the contract cannot be approved, the contract is rejected by the applicable reviewing department and a note is entered into CRS identifying the reason for the rejection. An email is generated through CRS to both the initiating department and Contract Compliance notifying those parties that additional information is required. The appropriate party can then respond to the issue, upload additional documentation (if necessary) and resubmit for approval. Once a contract has received all approvals in CRS, a resolution must be placed on the Town Board agenda by the originating department for approval. All correspondence related to the contract should be done within ACMS.

The CRS # must be included in all Town Board resolutions, both in the header and in the body of the resolution. For a contract extension, amendment, change order, etc., the original CRS # should also be included in the resolution. Once approved by the Town Board, the initiating department sends three original contracts, signed by the vendor, to the Attorney's office. The Attorney's office has the contracts signed by the Supervisor, marks the contract as signed in CRS, and the contract then moves from the contract routing side of the system (CRS) to the management side of the system (CMS). The fully executed contract is then scanned into CMS by the Attorney's Office. The applicable departments are notified by an email from CMS when this has happened, and the contract is then available for use. Initiating departments must then go into CMS to enter insurance documents, insurance expiration dates, and start and end dates for the contract. It is the initiating department's responsibility to monitor these expiration dates, obtain updated insurance certificates, and enter them into CMS. Two sets of the original contract are sent back to the initiating department. The third set goes to the Town Clerk's Office where it is kept as an official Town record. The originating department then sends one fully executed contract to the vendor, and keeps the other for its records.

Contracts should not be placed on the Town Board agenda until they have received all CRS approvals, unless ***absolutely necessary***. Placement on the agenda prior to completion of routing

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makes contracts more difficult to track to ensure timely completion of all requirements. If a contract ***must*** be placed on the agenda prior to completion of contract routing due to time sensitivity, the resolution must state "pending successful completion of the contract routing system", and must also include an explanation of the time sensitivity and state the reason the contract routing system process was not completed prior to the meeting; this is required as per the Amherst Town Board Rules of Order. Purchases should not be made under the contract until the contract has completed routing and a valid contract has been signed by the Supervisor and uploaded into CMS. Initiating Departments are notified by an email from CMS when this has happened.

CONTRACT TERMS

1) Start/End Dates

Almost all contracts should include start/end dates, and the dates should be entered into CRS. In limited situations, a contract may not have start/end dates. If this is the case, dates should be entered into ACMS for notification purposes. The start date should represent the date the contract was approved by the Town Board, unless stated otherwise in the contract. The appropriate end date should be entered into ACMS.

The following types of contracts may not have start/end dates:

- Professional services contracts related to a specific project
- Construction contracts
- Telephone and utility contracts
- Inter-municipal agreements
- Certain lease agreements

In these cases, start/end dates should still be entered in ACMS to trigger review of the contracts in future years. Please consult with Contract Compliance or the Town Attorney if you have questions.

2) Auto-Renewal Clauses

Auto-renewal clauses should not be included in any contracts. If there are existing contracts with auto-renewal clauses, they should be reviewed and modified as soon as practical, to remove references to auto-renewal.

3) Effective Date

Contracts shall be effective as of the date of Town Board approval. However, the contract must have successfully completed contract routing system and all insurance must be in place prior to use. Note: If the vendor is coming on the premises for anything other than simple delivery, the department having the work completed must have a fully executed contract in their possession prior to anyone coming on site. This is to ensure that insurance is in effect, as some certificates of

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insurance state "as per written contract". If the contract is not fully executed, the insurance is essentially not in place, and the Town is not protected.

4) Extensions

Contracts may be extended twice for a term equivalent to the initial term of the contract (i.e. a 3-year contract can have two 3-year extensions). The terms of the contract must remain the same during the extension period as in the original contract, unless the contract states otherwise. The allowance for extensions should be built into the bid or RFP, when desired.

5) Short-Term Extensions

Short-term extensions are allowable provided wording is included in the original contract. Suggested wording is as follows: "In the event a replacement contract has not been issued, this Contract may be extended unilaterally by the Town for an additional period of up to one month, upon notice to the Vendor with the same terms and conditions as the original Contract including, but not limited to, quantities (prorated for such one-month extension), prices, and delivery requirements. With the concurrence of the Vendor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should a replacement contract be issued in the interim."

Existing contracts that do not have extension clauses may be extended upon agreement by both the Town and the Vendor. Wording in the Addendum must state that the contract is extended as of the first date the previous contract expired (i.e. if the contract expired on December 31, the extension should be effective as of January 1).

All extensions must be routed through ACMS and approved by the Town Board.

6) Ownership Changes

From time to time, a company's ownership may change. The new company may assume the existing contract provided all terms remain the same. Such changes should be processed through ACMS, as insurance and other pertinent items may change. This is done by entering an amendment to the original contract. The following items should be included in the amendment: Written notification of the change of ownership (reassignment letter) and willingness to abide by the terms of the original contract, an addendum, the Iran Divestment form, and updated certificates of insurance. Once the Town Board has approved the contract, the IT Department should be notified to change the name of the company in ACMS; the name will be entered as "*New Company Name* (formerly *Old Company Name*)". Please reference the original contracts CRS# in the new resolution.

PURCHASES SUBJECT TO COMPETITIVE BIDDING

Departments should work with the Contract Compliance Department to develop a bid specification. Contract Compliance will ensure that the bid is properly noticed in the Town's

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newspaper of record through use of a legal notice. All bids are to be submitted to the Contract Compliance Department and will be opened on the advertised date and time. The Supervisor approves bid-opening dates for town-wide bids in writing. Departmental bids must have the bid opening date approved by the Town Board via resolution prior to bidding. Any vendor contacting individual departments with questions that arise during the bid process **must** be referred to the Contract Compliance Department so that responses may be generated through an addendum that is communicated with all potential bidders. If this does not happen and some bidders are given information that others are not, the bid may need to be thrown out and rebid, which causes purchasing delays. Bids are also posted electronically on BidNet Direct (bidnetdirect.com), a government bid website, by the Contract Compliance Department. In order to ensure as much competition as possible, it is the policy of the Town of Amherst that the bid holders list not be released until after the bid opening. The bid opening will be completed by the Contract Compliance Department. All bids must be publicly opened and read aloud.

Sealed bids done through the Highway Department or Engineering Department will be opened at Town Hall by the Contract Compliance and Administration Department or the Supervisor's Office. Signed contracts, including bid amounts, must be entered into ACMS so they are accessible town-wide. A CRS# should be obtained and should be referenced in the Town Board resolution awarding the contract.

The following information should be entered into CRS:

- The original complete bid specification
- The bid tabulation
- The submission by the vendor/contractor being awarded the bid including the Addendum, Non-Collusive Bidding Certification and Iran Divestment Certification
- Certificates of insurance including workers compensation and NYS disability

PURCHASES NOT SUBJECT TO COMPETITIVE BIDDING

Purchases for goods and services under the competitive bidding threshold may or may not involve a contract. Any legally binding document must be approved by the Town Board and signed by the Supervisor prior to being used for purchasing. If a purchase does not involve a contract, and the proper procurement procedures have been followed, the purchase may be made. All documentation required under the Procurement Policy must be submitted with the PO/Invoice for payment. This includes verbal and written quotes.

NYS OGS PURCHASES

Purchases may be made under NYS OGS contract without going through a formal Town bid or RFP process. In some cases, NYS does requires that purchases are made using a mini-bid process (typical for vehicles) or bid/RFP process (typical for some computer equipment) through OGS awarded vendors only. If this is required, it will be shown on the OGS website under the contract in a file named "How to Use". All information related to OGS purchases is on the NYS OGS website – https://ogs.ny.gov/procurement. This site is open to the public, and all current contracts

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are available for viewing. Purchasers are encouraged to negotiate a price lower than state bid when possible; please see the Town of Amherst Procurement Policy regarding OGS or Less. All NYS OGS procedures must be followed when purchasing through OGS. Please contact the Contract Compliance Department if you have questions.

1) Commodity Purchases with "Simple" Delivery

Commodity purchases through NYS OGS that do not require the vendor to come onto Town property outside of a simple delivery can be made with a PO. There is no contract paperwork necessary, and nothing needs to be routed through ACMS. Town Board approval is not required, unless the purchase is for equipment, and as long as there is sufficient budget funding available. Information from the NYS OGS contract showing the pricing of items purchased must be included when the PO is submitted to the Comptroller's Office so that the claim (voucher) can be audited.

2) Commodity Purchases with "Extensive" Delivery Requirements

Some deliveries are more extensive, and require the same paperwork as vendors who are doing physical work (see below). If you are unsure, please check with Contract Compliance. These types of vendors include, but are not limited to, the following:

- Fuel delivery
- Salt delivery
- Vehicle delivery via flatbed
- Any delivery utilizing heavy equipment (crane, high lift, etc.)

3) Purchases that Include Physical Work

For vendors that come onto Town property to do physical work, the following are required:

- Town of Amherst Agreement for Participation in New York State Contract
- Addendum to Contract
- Prevailing Wage Schedule from NYSDOL (if applicable) – must include a link to the schedule
- Acord 25 Certificate of Liability Insurance, naming the Town of Amherst as additional insured, including any endorsements
- C-105.2 Proof of Workers Compensation Insurance (or waiver)
- Original contract between the vendor and OGS (used to confirm pricing upon audit of invoices) – this should include all terms and pricing information

Samples of most of the above documents are included in the appendices to this policy.

PURCHASES FROM COUNTY CONTRACT

Purchases made using County contracts can also be used without going through a formal Town bid or RFP process. These purchases are typically made from Erie County contracts, but can be

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made from other counties as well. Information on Erie County contracts can be found on the Erie County website at http://www2.erie.gov/purchasing/index.php?q=available-contracts. Unfortunately, only the award information is published on the County website, and not the entire contract. In order to obtain the entire contract, the department wishing to use the contract must go down to the Erie County Purchasing Department to obtain copies. The entire County contract, along with the bid tab, is required by the Comptroller's Office in order to audit the claim (voucher). *Please note: Erie County contracts have certain MWBE and other legal requirements that are not necessarily required by the Town; this is addressed in the Town Addendum.*

1) Commodity Purchases with "Simple" Delivery

Commodity purchases through Erie County that do not require the vendor to come onto Town property outside of a simple delivery can be made with a PO. There is no contract paperwork necessary, and nothing needs to be routed through ACMS. Information from the County contract showing the pricing of items purchased must be included when the PO is submitted to the Comptroller's Office so that the claim (voucher) can be audited.

2) Commodity Purchases with "Extensive" Delivery Requirements

Some "deliveries" are more extensive, and require the same paperwork as vendors who are doing physical work (see below). If you are unsure, please check with Contract Compliance. These types of vendors include, but are not limited to, the following:

- Fuel delivery
- Salt delivery
- Vehicle delivery via flatbed
- Any delivery utilizing heavy equipment (crane, high lift, etc.)

3) Purchases that Include Physical Work

For vendors that come onto Town property to do physical work, the following are required:

- Town of Amherst Agreement for Participation in Erie County Contract
- Addendum to Contract
- Prevailing Wage Schedule from NYSDOL (if applicable) – must include a link to the schedule
- Iran Divestment Certification
- Acord 25 Certificate of Liability Insurance, naming the Town of Amherst as additional insured, including any endorsements
- C-105.2 Proof of Workers Compensation Insurance (or waiver)
- Original contract between the vendor and Erie County (used to confirm pricing upon audit of invoices) – this should include all terms and pricing information

Samples of most of the above documents are included in the appendices to this policy.

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PIGGYBACK PURCHASES/COOPERATIVE AGREEMENTS

Purchases using the Piggyback Law (GML §103-16) may be made off contracts issued through other municipalities or with Cooperative Agreements (Omnia Partners, Sourcewell, etc.). The contract must be let either to the lowest responsible bidder or on the basis of best value, provided that the local municipality has authorized the use of Best Value (which the Town of Amherst has for contracts let by the US, any agency of the US, or any state or political subdivision or district thereof). Because of this requirement, piggyback contracts may not be used for RFPs. Additionally, NYS OSC has determined that piggyback contracts can only be used for purchase contracts, and not for contracts for public work (which are primarily labor). If you have questions regarding a specific piggyback contract, please contact Contract Compliance. *Please note: piggyback contracts may have certain MWBE and other legal requirements that are not necessarily required by the Town; this is addressed in the Town Addendum.*

All piggyback purchases require the following documentation:

- Town of Amherst Agreement for Participation in Piggyback Contract
- Addendum to Contract
- Prevailing Wage Schedule from NYSDOL (if applicable) – must include a link to the schedule
- Iran Divestment Act Certification
- Acord 25 Certificate of Liability Insurance, naming the Town of Amherst as additional insured (see sample certificate attached to this Policy), including any endorsements
- C-105.2 Proof of Workers Compensation Insurance (or waiver)
- Original bid document from the governmental agency, which must include piggyback language (language that allows other municipal entities to use the contract)
- Original contract between the vendor and agency holding the contract (used to confirm pricing upon audit of claims) – this should include all terms and pricing information
- Cost-benefit analysis comparing piggyback contract pricing to other pricing, which shows that the piggyback contract is beneficial to the Town. As per the piggyback law: "This analysis should be used to demonstrate whether "piggybacking" is cost effective and should consider all pertinent cost factors, including any potential savings on the administrative expense that would be incurred if the local government initiated its own competitive bidding or best value process." A simple tabulation showing the piggyback cost v. cost under another procurement method is acceptable as the cost-benefit analysis. Please contact Contract Compliance and Administration if you have questions.

Samples of most of the above documents are included in the appendices to this policy.

CONTRACTS UNDER $5,000

Town Board adopted resolutions 2017-206, 2017-691 and 2017-946 related to purchases under $5,000. The effect of these resolutions is summarized below.

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The Supervisor is authorized to sign contracts, proposals, quotes, estimates, agreements, and leases for the one time purchase of equipment, goods, supplies, and personal services in an amount of less than Five Thousand Dollars ($5,000), so long as GML §103(1) is complied with as to aggregation, without obtaining prior approval of the Town Board. Contracts under $5,000 should be routed in ACMS for review as to proper insurance, prevailing wage requirements, potential aggregation, duplication, etc. ACMS review goes through the normal procedure, but Town Board review and approval is not required.

MODIFICATIONS TO CONTRACTS

All modifications to contracts, with the exception of term task orders, must be entered into ACMS and go through the normal routing and Town Board approval process. This is done by going into the original contract and entering an extension. Term task orders must be entered into ACMS, but go through a modified routing process; they do not need to be placed on a Town Board agenda for approval.
When modifications to contracts are placed on the Town Board agenda for approval, the original contract's CRS or CMS # must be put in the resolution, along with the justification for the modification. This will allow all departments to more easily reference the original contract.

1) Contract Amendments

Contract amendments must be entered into ACMS through the process described above, and go through the normal routing process. Amendments must be approved by the Town Board and signed by the Supervisor.

The following documentation is required for contract amendments:

- Amendment agreement or proposal (varies based on the contract and type of purchase)

2) Contract Change Orders

Contract change orders must be entered into ACMS through the process described above, and go through the normal routing process. Change orders must be approved by the Town Board and signed by the Supervisor.

The following documentation is required for contract amendments:

- Change order documentation (varies based on the contract and type of purchase)

3) Contract Extensions

Contract extensions must be entered into ACMS through the process described above, and go through the normal routing process. If multiple vendors have been awarded a contract, all must agree to accept the extension or the contract must be re-bid. Change orders must be approved by the Town Board and signed by the Supervisor.

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Contract extensions should be processed and approved prior to the expiration of the original contract. If a contract must be extended after it has expired, the following wording should be included in the extension paperwork: "the contract which expired on (*date*) is hereby being extended for a term of (*description of term*), following the same terms and conditions as the original contract". The new contract term should begin the day after the previous contract ended, to allow for continuity. The original contract's CRS# should be stated in the resolution approving the extension.

The following documentation is required for contract amendments:

- Extension paperwork (varies based on the contract and type of purchase)

4) Term Contracts / Task Orders

Term contracts are contracts that cover a specified period of time, but are not related to a specific project. These tend to occur with attorneys, engineers, planners, grant writers, and in certain other situations. Term contracts are executed for a set term, and require task orders for each specific job/project they are used for. The initial contract should be entered into ACMS and complete routing, and each task order related to a job/project should be entered into ACMS as a Term Task Order through the process described above.

Term task orders must complete routing before being used, but do not require Town Board approval. The term task order is entered by the department, and reviewed by the Comptroller for budget compliance. As with the normal CRS process, term task orders shall be reviewed in a timely manner. Once approved by the Comptroller, the task order should be sent to the Supervisor's Office in triplicate for signature by the Supervisor. The ACMS email received notifying the originating department that the contract has been approved must be attached to the contracts as the cover page. Once signed, the document is marked as approved in ACMS by the originating department. The fully executed document is then scanned into ACMS by the originating department, the department retains two originals, and the third original is given to the Clerk's Office.

The following documentation is required for term contracts:

- Cover Sheet (Planning), and any other documents required/listed on the cover sheet
- Term contract documentation or project proposal

INSURANCE REQUIREMENTS

Proof of insurance is required for all contracts, unless the purchase is for goods only, and the vendor is not coming on to Town property at all, or the goods are simply being delivered by the vendor or a 3rd party delivery service. In all other instances, insurance is required according to the insurance matrix attached to this policy. Any endorsements must be included with the Acord 25.

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PREVAILING WAGE

All work performed on Town property requires prevailing wage to be paid. Prevailing wage schedules should be obtained by the department responsible for the contract for all jobs requiring that prevailing wage be reported to the Town, and a link to the schedule entered into ACMS. This is required for the contract to begin routing. Requests are made through an online application on the New York State Department of labor (NYS DOL) website:
https://www.labor.ny.gov/workerprotection/publicwork/PWReqforOWS.shtm

Departments are also responsible for reporting to NYS DOL as follows:

- When a contract is awarded, the Notice of Award form PW16 should be filled out and submitted to NYS DOL
- When the contract is complete, or if it has been cancelled, the Notice of Completion/Cancellation of Contract form PW200 should be filled out and submitted to NYS DOL

If you have any questions regarding prevailing wage, please contact Contract Compliance.

SOLE SOURCE PURCHASES

Sole source purchases are those that can only be obtained from one source. Written documentation regarding sole source procurement must be obtained and approved by Contract Compliance, and entered into CRS when the contract is routed. The Town Board must approve the vendor as sole source by resolution in conjunction with the contract approval. A contract must be in place outlining the terms of the purchase agreement; this will also assist in Comptroller review and approval of claims (vouchers).

EMERGENCY PURCHASES

Emergency purchases are allowable with approval from the Supervisor. In most cases, the circumstances surrounding emergency purchases typically do not allow enough time to put a contract in place. A proposal should be obtained from the vendor prior to the purchase or work being performed. When the PO/voucher is submitted to the Comptroller's Office, the proposal and Emergency Purchase Form (signed by the Supervisor) should be attached. Town Board approval is required at the first Town Board meeting following the purchase authorization. If a signed contract is obtained, it should be routed through ACMS. A note should be placed in the comment section indicating that it was an emergency purchase.

See the Procurement Policy for additional information regarding emergency purchases.

WITHDRAWAL OF CONTRACTS

If a contract has been entered into ACMS and needs to be withdrawn prior to completion of routing, the initiating department should submit a request to the IT Department, and copy the Contract Compliance Department. Once Contract Compliance approves the withdrawal, IT will mark the contract as withdrawn.

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APPENDIX A

Town of Amherst Agreements

NYS OGS Contract

Erie County Contract

Piggyback / Cooperative Contract

Please see following pages

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TOWN OF AMHERST AGREEMENT
PARTICIPATION IN
NYS OGS CONTRACT

Let this document stand as an agreement between (Vendor Name) and the Town of Amherst, permitting the Town of Amherst to participate in the (Contract Name) with (Vendor Name) under the New York State Office of General Services Contract (Contract Number), for the contract term (start date) through (end date).

Agreed to and Accepted by:

(VENDOR NAME)

By: _____
Signature

_____
Printed Name

_____
Title

Date: _____

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

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TOWN OF AMHERST AGREEMENT
PARTICIPATION IN
ERIE COUNTY CONTRACT

Let this document stand as an agreement between (Vendor Name) and the Town of Amherst, permitting the Town of Amherst to participate in the (Contract Name) with (Vendor Name) under the Erie County Bid Contract (Contract Number), for the contract term (start date) through (end date).

Agreed to and Accepted by:

(VENDOR NAME)

By: _____
Signature

_____
Printed Name

_____
Title

Date: _____

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

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TOWN OF AMHERST AGREEMENT
PARTICIPATION IN
PIGGYBACK / COOPERATIVE CONTRACT

Let this document stand as an agreement between (Vendor Name) and the Town of Amherst, permitting the Town of Amherst to participate in the (Contract Name) with (Vendor Name) under Contract (Contract Number), for the contract term (start date) through (end date). The original contract was bid out by (municipality or cooperative contract name).

Agreed to and Accepted by:

(VENDOR NAME)

By: _____
Signature

_____
Printed Name

_____
Title

Date: _____

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

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APPENDIX B

Addendums

Minor Construction and Maintenance

Major Construction and Maintenance

Vendor On-Site – Minor

Vendor On-Site – Major

Vendor Not on Site

Professional Services Consultant – Minor

Professional Services Consultant – Major

Please see Town Intranet

The Addenda listed are the current forms to be used and are available on the Contract Compliance page of the Town Intranet. These Addenda coincide with the Insurance Matrix in Appendix E.

The Insurance Matrix, Addenda, and sample Certificates of Insurance are subject to change by the Town Attorney.

The most current versions will be kept up to date on the Intranet.

APPENDIX C

Sample Prevailing Wage Schedule

New York State | State Agencies | Search all of NY.gov

New York State Department of Labor

Prevailing Wage

Unemployment Benefits | Career Services | Business Services | Worker Protection | Forms and Publications | Home

· Wage Schedule · Submit Notice Of Award · Submit Notice Of Project Completion

PRC#: 2019015126

Type of Contracting Agency: Town

Acceptance Status: Accepted Article 8

Contracting Agency

Town of Amherst New York
Thomas Barillari
Technical Services Officer
500 John James Audubon Parkway
Amherst NY 14228

(716) 939-1227
tbarillari@apdny.org

Send Reply To

Project Information

Project Title	Access Control at Police
Description of Work	Adding access control to doors at Police HQ
Contract Id No.	Y6264
Project Locations(s)	Police HQ
Route No / Street Address	500 John James Audubon Parkway
Village / City	Amherst
Town	Amherst
State / Zip	NY 14228
Nature of Project	Other New Construction (Explain)
Approximate Bid Date	12/03/2019
Checked Occupation(s)	Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Erie

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APPENDIX D

Iran Divestment Certification Form

Please see following page

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IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Sworn To Before Me This

_____ Day of _____, 20___

_____

Notary Public

APPENDIX E

Insurance Matrix

Please see following page

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Attachment: Contract Administration Policy - 2022 Reorg - Final (RES-2022-55 : Adopt Procurement Policy and Contract Management Policy)

INSTRUCTIONS FOR TOWN OF AMHERST STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE
   A. Shall be made to the "Town of Amherst, 5583 Main St, Williamsville, NY 14221"
   B. Coverage must comply with all specifications of the contract.
   C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: Town of Amherst, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Major Construction and Maintenance	B Minor Construction and Maintenance	C Vendor on Site – Minor	D Vendor on Site - Major	E Vendor not on site	F Professional Services Consultant - Minor	G Professional Services Consultant - Major
Commercial Gen. Liab.(CGL)	$1,000,000 per occ.	$1,000,000	$1,000,000 CSL	$1,000,000 CSL	N/A	$1,000,000 CSL	$1,000,000 CSL
General Aggregate	$2,000,000	$2,000,000	$2,000,000	$2,000,000	N/A	$2,000,000	$2,000,000
Products Completed Operations Liability	$2,000,000	$2,000,000	$2,000,000	$2,000,000	N/A	$2,000,000	$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE	INCLUDE		INCLUDE		INCLUDE	INCLUDE
Contractual Liability	INCLUDE	INCLUDE	INCLUDE	INCLUDE	N/A	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE	INCLUDE	INCLUDE			INCLUDE	
X.C.U. (explosion, collapse, Underground)	INCLUDE	INCLUDE	INCLUDE				
Liquor Law					N/A	INCLUDE	
Auto Liab.	$1,000,000 CSL	$1,000,000	N/A	$1,000,000 CSL	N/A	$1,000,000 CSL	$1,000,000 CSL
Owned	INCLUDE	INCLUDE		INCLUDE		INCLUDE	INCLUDE
Hired	INCLUDE	INCLUDE		INCLUDE		INCLUDE	INCLUDE
Non-Owned	INCLUDE	INCLUDE		INCLUDE		INCLUDE	INCLUDE
Excess/Umbrella Liab.	$5,000,000	$2,000,000	N/A	$5,000,000		$2,000,000	$5,000,000
Worker's Compensation & Employer's Liability	STATUTORY		STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY		STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability				$5,000,000			
Town of Amherst, To Be Named Additional Insured	Comp. Gen. Liab., Auto Liab., & Excess		Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

V. Construction contracts require excess Umbrella Liability limits of $5,000,000.

VI Coverage must be provided on a primary-noncontributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted

X. Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation/Disability Benefits Law. Use Applicable Certificates Below:

Workers Compensation Forms

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self-Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self-Insured

XII. The "ACCORD" form certificate may be used in place of the Town of Amherst Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACCORD" form certificate.

APPENDIX F

Sample Certificate of Liability Insurance (Acord 25)

CONTRACTOR SAMPLE

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)

PRODUCER
Broker Name
Address
Address
Phone

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 POLICIES BELOW.

INSURED
Insured Name
Address
Address
Phone

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Insurance Company	
INSURER B: Insurance Company	
INSURER C: Insurance Company	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY [ ] PRO-JECT [ ] LOC	#####	mm/dd/yy	mm/dd/yy	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 $ 50,000 $ 10,000 $1,000,000 $2,000,000 $2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	#####	mm/dd/yy	mm/dd/yy	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A	X	EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE DEDUCTIBLE RETENTION $	#####	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	#####	mm/dd/yy	mm/dd/yy	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$100,000 $100,000 $500,000
B C		OTHER Professional Liability Pollution Liability (if required)	##### #####	mm/dd/yy mm/dd/yy	mm/dd/yy mm/dd/yy	$1,000,000/$2,000,000 $5,000,000/$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Town of Amherst is named as an additional insured on a primary and non-contributory basis. Workers Compensation includes owners.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Broker Signature

ACORD 25 (2001/08) © ACORD CORPORATION 1988

Attachment: Contract Administration Policy - 2022 Reorg - Final (RES-2022-55 : Adopt Procurement Policy and Contract Management Policy)

Attachment: Contract Administration Policy - 2022 Reorg - Final (RES-2022-55 : Adopt Procurement Policy and Contract Management Policy)

APPENDIX G

Sample Certificate of Workers Compensation

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) **GP LAND AND CARPET CORP** **5905 Lake Road South** **Brockport, NY 14420**	1b. Business Telephone Number of Insured **(585)391-3969** 1c. NYS Unemployment Insurance Employer Registration Number of Insured
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)* *Town of Amherst* *Building Maintenance Dept* *5538 Main St*	1d. Federal Employer Identification Number of Insured or Social Security Number 166330058
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst Building Maintenance Dept 5538 Main St Williamsville, NY 14221	3a. Name of Insurance Carrier **Selective Insurance of South Carolina** 3b. Policy Number of Entity Listed in Box "1a" **WC9058002** 3c. Policy effective period 12/31/2018 to 12/31/2019 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: David S. Boyce
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: David S. Boyce 01/04/2019
(Signature) (Date)

Title: President – CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 1-888-229-6151

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: Contract Administration Policy - 2022 Reorg - Final (RES-2022-55 : Adopt Procurement Policy and Contract Management Policy)

APPENDIX H

Sample Certificate of NYS Disability Insurance

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **State University of New York** **Room 302** **1400 Washington Avenue** **Albany, NY 12222**	3a. Name of Insurance Carrier 3b. Policy Number of entity listed in box "1a": 3c. Policy effective period: _____ to _____

4. Policy covers:

a. ☐ All of the employer's employees eligible under the New York Disability Benefits Law

b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above

Date Signed _____ By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number _____ Title _____

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

State Of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees

Date Signed_____ By_____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number_____ Title_____

Please Note:** Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.

DB-120.1 (5-06)

SAMPLE

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25177 **RESOLUTION 2022-56** **ADOPTED**

Extended Sick Leave of Absence Without Pay/Town Clerk

Please authorize an Extended Sick Leave of Absence Without Pay to Eileen Kielich, Clerk Typist at the Town Clerk's Office. Effective January 1, 2022 through April 18, 2022.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25185 **RESOLUTION 2022-57** **ADOPTED**

Director of Senior Services/Senior Center

Please appoint a Director of Senior Services to the Senior Center. Provisional, pending satisfactory completion of a Civil Service Examination. Effective January 4, 2022 at an annual salary of $98,711.61, Grade 4, Step H for Melissa Abel.

This is a promotion for an employee currently serving as Deputy Director of Senior Services.

Replacing an employee who resigned.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25210 **RESOLUTION 2022-58** **ADOPTED**

Police Officer/Police Department (7 Positions)

Please appoint seven (7) Police Officers to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII(c). Effective January 4, 2022 at an annual salary of $63,655. Contingent upon successful completion of all pre-employment requirements and Erie County Civil Service Rules and Regulations for Tyler Wiese, Daniel Cownie, Heather Casselman, Joshua Militello, Alicia May and William Pates.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25240 **RESOLUTION 2022-59** **ADOPTED**

Computer Support Technician/Police Department

Please appoint a Computer Support Technician to the Police Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective January 4, 2022, at an annual salary of $42,671, Grade 10, Step A for Michael Marinaccio.

Contingent upon completing all pre-employment requirements.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25209 **RESOLUTION 2022-60** **ADOPTED**

Network Manager/Engineering Department

Pursuant to the CSEA Flexible Hiring Procedure, please appoint a Network Manager to the Engineering Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 4, 2022 at an annual salary of $70,888, Grade 18, Step D for Gregory Struzik.

This is a promotion for an employee currently serving as an Information Technology Engineer.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25231 **RESOLUTION 2022-61** **ADOPTED**

Chief Wastewater Treatment Plant Operator/Engineering Department

Please appoint a Chief Wastewater Treatment Plant Operator to the Engineering Department. Provisional, pending satisfactory completion of a Civil Service Examination, at an annual salary of $59,614, Grade 18, Step A, effective January 4, 2022 for Kailey DiemKaye.

This is a promotion for an employee currently serving as a WWTP Operator - Trainee.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25208 **RESOLUTION 2022-62** **ROLL CALL VOTE (ADOPTED)**

Paralegal/Town Attorney

Please appoint a Paralegal to the Town Attorney's Department, Provisional, pending satisfactory completion of a Civil Service Examination. Effective January 4, 2022, at an annual salary of $53,008.52, Grade 5, Step A of the exempt salary schedule for Renee Sliwa.

Contingent upon completing all pre-employment requirements.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and approved via Roll Call vote 4-1 (nay, Berger).

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
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: 01/03/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25207 **RESOLUTION 2022-63** **ADOPTED**

Supervising Maintenance Mechanic-HVAC/Youth & Recreation

Please create and appoint a Supervising Maintenance Mechanic-HVAC to the Youth & Recreation Department. Temporary, PJC, effective January 4th, 2022, at an annual salary of $91,424, Grade 20, Step J.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25182 **RESOLUTION 2022-64** **ADOPTED**

Assistant Code Enforcement Officer/Building Department

Please appoint an Assistant Code Enforcement Officer to the Building Department. Permanent from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 10, 2022 at an annual salary of $46,114, Grade 12, Step A for Emily Zierk.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25176 **RESOLUTION 2022-65** **ADOPTED**

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department, Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 4, 2022, at an hourly rate of $17.06, Step A for Collin Coogan.

Replacing an employee who resigned.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25211 **RESOLUTION 2022-66** **ADOPTED**

Contract Extension FM Communications, Inc (CRS# 3109)

Town Board Agenda Item: January 3, 2022

TO: **Town Board**

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

RE: **Contract Extension**
FM Communications, Inc (CRS# 3109)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached two-year contract extension between the Town of Amherst (Police) and FM Communications, Inc. with regard to the above-entitled matter. The original contract (CRS#1752) was approved on December 2, 2019 (TB Resolution #2019-1301). Approval of this extension is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: January 3, 2022)**

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

ORG: Town-wide Contract

OBJECT: Various

Amount: TBD

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

AMHERST POLICE DEPARTMENT

500 JOHN J. AUDUBON PARKWAY
AMHERST, NEW YORK 14228
716-689-1322
FAX 716-689-1310

SCOTT P. CHAMBERLIN
CHIEF OF POLICE

CONTRACT EXTENSION

FM Communications, Inc. agrees to hold prices and extend the current contract with the Town of Amherst for "Police Vehicle Changeover" (Bid# 2019-041; CRS-CMS ID#1752-2035).

This contract will be extended for a two-year period from January 16, 2022 to January 15, 2024.

Agreed to and Accepted By:

_____	_____
FM Communications, Inc.	Brian J. Kulpa, Supervisor Town of Amherst
Dated: _____	Dated: _____

Attachment: FM Communications Extension Packet (RES-2022-66 : Contract Extension: FM Communications (CRS#3109))

FM Communications, Inc.
1914 Colvin Boulevard
Tonawanda, NY 14150
(716)832-2026 phone
(716)832-7930 fax
mhaynes@fmcommunications.com

December 27, 2021

Amherst Police Department
500 John J Audubon Parkway
Amherst, NY 14228

Attn: Tom B

Dear Tom,

Please accept this letter that we will honor 2021 pricing for changeovers under the contract number 2020-740. This will be same as the vehicles we did last year. We also will extend this contract for another two years at same pricing.

Changeover cost per vehicle	$950.00
Graphics cost per vehicle	$650.00
Whelen Engineering discount	30%
Pro-gard LLC discount	20%
Shop Labor rate per hour	$60.00

Thank you for allowing FM Communications, Inc. to provide you with the above quotation. Should you have any further questions, please feel free to contact me at your convenience.

Sincerely,

Michael Haynes
President
FM Communications, Inc.

Attachment: FM Communications Extension Packet (RES-2022-66 : Contract Extension: FM Communications (CRS#3109))

CONTRACT

This agreement is hereby acknowledged and performance of this Contract will be undertaken in accordance with the specifications and pricing on which the below mentioned bid dated October 31, 2019 was submitted. I hereby state that I have authority to execute this document on behalf of FM Communications, Inc.

Name of Bid: **Police Vehicle Changeover**
Vendor Name: **FM Communications, Inc.**
1914 Colvin Boulevard
Tonawanda, New York 14150

Town Board Approval: December 2, 2019
Town Board Resolution #: 2019-1301

Authority for execution on behalf of the Town of Amherst: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board, at a meeting thereof held on December 2, 2019, Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town of Amherst. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of the Town of Amherst.

Agreed to and Accepted by:

FM Communications, Inc.

By: _____
Signature

Michael Haynes
Printed name

President
Title

Date: 12/6/19

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa,
Supervisor

Date: 1/16/20

Attachment: FM Communications Extension Packet (RES-2022-66 : Contract Extension: FM Communications (CRS#3109))

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst

Contract Compliance & Administration Department

INVITATION TO BID # 2019041

Police Vehicle Changeover

Bids, as stated below, will be received and publicly opened by the Contract Compliance & Administration Department in accordance with the attached specifications. FAX / electronically submitted bids will not be accepted.

Bid Instructions:

- **Four (4) copies of the proposal are required.**
- **All four (4) bid packets may be placed in one sealed envelope.**
- **In each of the four (4) bid packets being submitted, EACH page requiring a signature, must be an original signature, and must be signed in BLUE INK.**
- **If you are submitting bids for more than one job, please put in separate envelopes, marked with the Bid number.**

Please submit to:

Town of Amherst
Contract Compliance & Administration – 2nd Floor
5583 Main Street
Williamsville, New York 14221

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: 2019041

OPENING DATE October 31, 2019 TIME: 12:00 PM

FOR: Police Vehicle Changeover

NAME OF BIDDER: FM COMMUNICATIONS, INC.

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope. Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

X	EXHIBIT "A" - Assignment of Public Contracts
N/A	EXHIBIT "D" - Bid Bond (Formal Bid) **5%**
X	EXHIBIT "F" - Agreement Addendum
X	EXHIBIT "G" - Non-Collusive Bidding Certification
X	EXHIBIT "I" - Certification of Compliance with the Iran Divestment Act
N/A	EXHIBIT "W" - Prevailing Wage Schedule

Attachment: FM Communications Extension Packet (RES-2022-66 : Contract Extension: FM Communications (CRS#3109))

NOTICE TO BIDDERS

Town of Amherst
Contract Compliance & Administration Department

Bid #2019041
Police Vehicle Changeover

Sealed proposals for the above mentioned project in the Town of Amherst, NY will be received by the Contract Compliance & Administration Office in the Municipal Building, Williamsville, NY 14221 on or before 12:00 PM local time on October 31, 2019.

Specifications may be obtained via e-mail to khalton@amherst.ny.us or examined at the Contract Compliance & Administration Office of the Town of Amherst between the hours of 8:00 AM and 4:00 PM through the bid opening date, excluding Saturdays, Sundays and Holidays.

By Order of the Town Board
Town of Amherst, New York

Lawrence K. Graner
Director of Contract Compliance & Administration

October 16, 2019

Attachment: FM Communications Extension Packet (RES-2022-66 : Contract Extension: FM Communications (CRS#3109))

Town of Amherst

Contract Compliance & Administration Department

BID SPECIFICATIONS

ITEM NO	QTY	U/M	CATALOG NO/DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Price Per NYS Contract **if Applicable**		
			NYS Contract #_____		
1	15	Ea	Changeover Cost Per Vehicle	950.00	14,250.00
2	15	Ea	Graphics Cost Per Vehicle	650.00	9,750.00
3	$5,000	DI	Whelen Engineering: % discount off of the published price	30%	
4	$5,000	DI	Pro-gard LLC.: % discount off the published price	20%	
5	1,000	Hrs.	Shop labor rate per hour	60 per hr.	

NAME OF BIDDER: FM COMMUNICATIONS, INC.

Attachment: FM Communications Extension Packet (RES-2022-66 : Contract Extension: FM Communications (CRS#3109))

BID SPECIFICATIONS

Item #1 (Changeover of Police Vehicles)

Scope of work:

Remove all existing police equipment from an existing police car and install on a new, similar vehicle. Equipment includes roof mounted light bar, center radio console, radios, siren, siren speaker, grill lights, rear deck lights, antennas, led lights, cables, prisoner partition, prisoner seat, mobile computer, gun racks, flashlights, knox boxes, radar and any other re-usable non-stock equipment. The bidder will install any new/replacement non-stock equipment supplied by the Town of Amherst (example: new light bar and/or trunk warning lights).

Bid price will include wire, connectors, new antennas, antenna mounts, fuse holders, fuses and any other items that will be part of the "standard" installation.

The Town of Amherst has 12 patrol vehicles with the Panasonic Arbitrator in-car Video system installed. This equipment will also be changed over to new vehicles. The bidder must use a Panasonic Arbitrator Certified Installer to complete this work. Panasonic will not warranty the Arbitrator unless the work is performed by a certified installer.

Any part or component determined to be in a non-reusable condition will be either charged separately or provided by the Town for replacement at the Town's discretion.

Bidder will complete each removal/installation cycle in 3.5 business days per car or faster. This will include the installation of any graphics onto a new vehicle. If the vehicle is not completed in the time frame specified, a deduction of $25.00 per day will be deducted off the total fee for the changeover. If the changeover takes over 7.0 business days the changeover will be deducted by ½ the total cost of the changeover.

The Town of Amherst reserves the right to terminate the changeover portion of the contract if the specified, days for completion of the changeover, takes over 7.0 days for at least two vehicles.

Bidder will bid price per removal/installation. Price will not change with more or fewer vehicles, i.e… There is no guaranteed minimum number of vehicles.

Item #2 (New Graphics Installed on Police Vehicles)

Scope of work:

The bidder will supply and install brand new Amherst Police Specified, graphics. The bidder must be a 3M preferred installer. The graphics must match the existing colors and dimensions of the current graphics. New materials must be used. The reflective chevrons must be 3M materials.

The bidder must install the graphics at the same location as the changeover location. At no time will the vehicle be authorized to be driven on a public highway by anyone other than a Town of Amherst employee.

Bidder will bid price per installation. Price will not change with more or fewer vehicles, i.e… No guaranteed minimum. Bidder must pro-rate the graphics proportionately for partial graphics repairs after vehicle collision.

FOR Items number 1 and 2, the Town will use 15 as the estimated annual number of vehicles. This will be used to calculate the bid award. This is an estimate only and no guarantees are given.

Attachment: FM Communications Extension Packet (RES-2022-66 : Contract Extension: FM Communications (CRS#3109))

Item#3 (Whelen Engineering, Inc. Products)

Scope of the Bid:

The bidder will provide a discount from Whelen Engineering, Inc. General Online or Published Catalog or Published Price List.

The bidder will supply The Town of Amherst with the published price list.

Item#4 (Pro-gard Products, LLC)

Scope of the Bid:

The bidder will provide a discount from Pro-gard Products, LLC General Online or Published Catalog or Published Price List.

The bidder will supply The Town of Amherst with the published price list.

FOR Items number 3 and 4, the Town will use $5,000 as the estimated annual spend and apply the discount provided. This will be used to calculate the bid award. This is an estimate only and no guarantees are given.

Item#5 (Labor Rate for Shop Work)

Scope of the Bid:

The bidder will provide the Town of Amherst with an hourly labor rate for any other labor work to be performed at the bidders shop. The bidder will provide a written estimate to the Town prior to any work commencing. The labor rate will allow for any work to be performed as considered routine for the bidders shop.

FOR Items number 5, the Town will use 1,000 hours as the estimated annual shop hours apply the labor rate provided. This will be used to calculate the bid award. This is an estimate only and no guarantees are given.

Inspection/Questions:

Ford Police Interceptor SUV's are available for inspection to assist in the preparation of the bids during regular business hours. Appointments will be required. Please contact:

Officer Thomas Barillari at 716-689-1370 or tbarillari@apdny.org

References/Experience:

Bidder will provide a list of prior experience installing emergency and radio equipment in Police, Fire and/or Ambulance service vehicles along with at least three municipal or corporate references. Absence of prior experience or references will exclude the bidder from consideration.

Attachment: FM Communications Extension Packet (RES-2022-66 : Contract Extension: FM Communications (CRS#3109))

Lead Time/Scheduling:

The Town of Amherst does not control when our vehicles are delivered by the manufacturer. The Town will make every effort to inform the successful bidder when to expect the work. The Town will also provide as much timely and accurate information as it is provided by the manufacturer.

Right to Inspect:

The Town of Amherst reserves the right to inspect the bidders facility prior to and while work is being completed. This will allow the Town to maintain a close observation of the quality of the work and timeliness of the work completion.

Adherence to Standards:

The bidder will adhere to Ford Motor Company's 2020 Utility Police Interceptor Modifiers Guide. The bidder will also adhere to direction from the Town when deviation from the Modifiers Guide is directed by the Town.

Location of Upfitter:

The winning Bidder shall be with 10 miles of the Town of Amherst Police HQ's, 500 John James Audubon Pkwy, Amherst, NY 14228. The location is required due to the time constraints of transporting vehicles to and from the Bidders shop and in-order to maintain the ability to inspect the shop and not have unnecessary burden placed upon the Town.

CONTRACT TERM:

The Town of Amherst is awarding a two-year term contract from the date of contract execution. This contract may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst.

BID RESULTS

Bid results cannot be given over the phone. All requests for bid results should be submitted via e-mail to: Khalton@amherst.ny.us

INTERPRETATION OF DOCUMENTS

All questions about the meaning or intent of the specifications must be submitted via email to lgraner@amherst.ny.us with a copy to khalton@amherst.ny.us. Please include Bid #2019041 Police Vehicle Changeover in the e-mail subject line. Replies will be issued by Addenda and emailed to all parties recorded as having received the proposal documents. Questions received within 5 days of the bid opening will not be responded to.

Attachment: FM Communications Extension Packet (RES-2022-66 : Contract Extension: FM Communications (CRS#3109))

Town of Amherst

Contract Compliance & Administration Department

INSTRUCTIONS TO BIDDERS (FORMAL)

1. **Bid shall be submitted on these Town of Amherst bid forms** or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT
2. **Late Proposals.** Any responses received after the date and time prescribed will not be considered for contract award.
3. **Emergency Closings.** In the event the closing of certain Town facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Town's control, only bids received in the Contract Compliance & Administration Department prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. **Any change in wording or interlineation by a bidder of the inquiry** as published by the Town of Amherst shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. **The Town of Amherst reserves the right to reject any and all bids**, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The Town does not obligate itself to accept the lowest or any other proposal.
6. **Award to the lowest responsible bidder**. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Contract Compliance & Administration Department, to present information and documentation to the Director of Contract Compliance & Administration, to satisfy the Town that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. **Contract(s) or purchase order(s) will be awarded** after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. **This EXECUTORY CLAUSE** shall be a part of any agreement entered into pursuant to this bid:

   It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the Town of Amherst and appropriated therefore, and no liability on account thereof shall be incurred by the Town beyond the monies available and appropriated for the purpose thereof.

9. **Failure to meet delivery schedule** as per accepted bid may result in legal action by the Town of Amherst to recover damages.
10. **Prices shall be quoted F.O.B. Destination**, delivered inside (The dock or inside office). "Tailgate delivery" will not be accepted unless specified by the Town of Amherst.
11. **Collect transportation charges will not be paid by the Town of Amherst**. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included. There will be no additional charges for delivery.
12. **No taxes are to be billed to the Town of Amherst**. Proposals shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The Town of Amherst Purchase Order is an exemption certificate. Any applicable taxes from which the Town of Amherst is not exempt shall be listed separately as cost elements, and added into the total net price.
13. **The successful respondent shall comply with all laws, rules, regulations and ordinances** of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.
14. **Gratuities, Illegal or Improper Schemes.** The Town may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Town official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The Town may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the Town shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

Attachment: FM Communications Extension Packet (RES-2022-66 : Contract Extension: FM Communications (CRS#3109))

15. **Insurance shall be procured by the Successful Bidder before commencing work**, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in the Agreement Addendum, unless otherwise stipulated in these Bid Specifications. If the insurance is not provided in acceptable form within this period of time, then the Director of Contract Compliance & Administration may declare the vendor non-responsive and award the contract to the next responsible vendor.
16. **Any cash discount** which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The Town of Amherst policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Town will take the discount when payment is made. The Town will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.
17. **Changes in work.** The Town may, as the need arises, through the Director of Contract Compliance & Administration, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and the Town through the Director of Contract Compliance & Administration.
18. **Bid offering material other than that of specified manufacturer or trade name** will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.
19. **If material or services other than those specified in this bid document are offered,** the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

    (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Director of Contract Compliance & Administration Department, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.

    (b) Descriptive literature of item offered, for evaluation.

    (c) List of installations in the Town of Amherst of the item offered.

    (d) List of other installations.

20. **Any additional information** for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.
21. **Workmanship must meet with the approval of the department head(s) involved, and shall be first class** in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.
22. **Contractor shall Clean up and remove** all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.
23. **THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days** from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Contract Compliance & Administration Department. Upon withdrawal of the bid pursuant to this paragraph, the Contract Compliance & Administration Department will forthwith return the bidder's security deposit.
24. **Prices charged to the Town of Amherst** are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
25. **Price is Firm.** The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

Attachment: FM Communications Extension Packet (RES-2022-66 : Contract Extension: FM Communications (CRS#3109))

26. **Extension of price protection**. Any contract entered into pursuant to this bid to supply the Town of Amherst requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst. All extensions shall be submitted in writing and shall have prior approval by the Town of Amherst, Director of Contract Compliance & Administration.

27. **In executing this bid, the bidder affirms** that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the Town will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. **The undersigned shall be fully accountable** for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, Town, County or State officer or agency empowered to investigate the contract or his performance.

29. **Termination of contract:**

    a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.

    b. At its option, the Town may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the Town.

    c. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. **The successful bidder to whom the bid is awarded shall indemnify and hold harmless** the Town of Amherst and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. **Status as an independent contractor:** The successful Bidder to whom the bid is awarded and the Town agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the Town or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the Town or any department, agency or unit thereof.

32. **Governed by New York law:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

33. **A contract formed by the acceptance of this bid** shall be deemed to have been let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities pursuant to General Municipal Law 103 (16).

Attachment: FM Communications Extension Packet (RES-2022-66 : Contract Extension: FM Communications (CRS#3109))

Town of Amherst

Contract Compliance & Administration Department

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME FM COMMUNICATIONS, INC.

ADDRESS OF PRINCIPAL OFFICE:

STREET 1914 COLVIN BLVD

CITY TON AWANDA STATE NY

ZIP 14150 AREA CODE 716 PHONE 832-2026

Check one: CORPORATION X PARTNERSHIP ____ INDIVIDUAL ____

FEDERAL ID NUMBER: 16-0977514

E-MAIL ADDRESS: MHAYNES@FMCOMMUNICATIONS.COM

INCORPORATED UNDER THE LAWS OF THE STATE OF NY

If foreign corporation, state if authorized to do business in the State of New York:

YES ____ NO ____

TRADE NAMES: ____

ADDRESS OF LOCAL OFFICE:

STREET ____

CITY ____ STATE ____

ZIP ____ AREA CODE ____ PHONE ____

NAMES AND ADDRESSES OF PARTNERS:

Jamie Olson	1914 Colvin Ton NY
Michael Haynes	1914 Colvin Ton NY

(Rev. 7/2017)

Attachment: FM Communications Extension Packet (RES-2022-66 : Contract Extension: FM Communications (CRS#3109))

EXHIBIT "A"

Town of Amherst

Contract Compliance & Administration Department

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Town of Amherst Director of Contract Compliance & Administration.

(Rev. 7/2017)

Attachment: FM Communications Extension Packet (RES-2022-66 : Contract Extension: FM Communications (CRS#3109))

Town of Amherst

Contract Compliance & Administration Department

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 29th day of October, 20 19

TERMS NET 30 ARO DELIVERY DATE AT DESTINATION _____

FIRM NAME FM COMMUNICATIONS, INC.

ADDRESS 1914 COLVIN BLVD. TONAWANDA NY

ZIP 14150

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE Michael Haynes

TITLE President TELEPHONE NO. 716-832-2026

(Rev.7/2017)

Attachment: FM Communications Extension Packet (RES-2022-66 : Contract Extension: FM Communications (CRS#3109))

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: FM Communications

Signature: M. R. Hayes

Print Name: Michael R. Hayes

Title: President

Date: 10/29/19

Sworn To Before Me This
29th Day of October, 2019

Notary Public

LESLIE ALVAREZ
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01AL6305725
COMM. EXP. 12/17/22

Attachment: FM Communications Extension Packet (RES-2022-66 : Contract Extension: FM Communications (CRS#3109))

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 Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

   (a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

   (b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

   (c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis

   (d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

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

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

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

Attachment: FM Communications Extension Packet (RES-2022-66 : Contract Extension: FM Communications (CRS#3109))

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

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

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

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

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 12/2/19. 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:

FM COMMUNICATIONS, INC.
Print Name of Company

By: _____
Signature

Michael Haynes
Printed name

Date: 10/29/2019

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: 1/16/20

Revised 6/5/1919 SJS/LG

Attachment: FM Communications Extension Packet (RES-2022-66 : Contract Extension: FM Communications (CRS#3109))

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25212 **RESOLUTION 2022-67** **ADOPTED**

Contract Extension United Uniform Dist. LLC (CRS# 3110)

Town Board Agenda Item: January 3, 2022

TO: **Town Board**

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

RE: **Contract Extension**
United Uniform Dist. LLC (CRS# 3110)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached three month contract extension between the Town of Amherst (Police) and United Uniform Dist, LLC. with regard to the above-entitled matter. The original contract (CRS#1806) was approved on January 6, 2020 (TB Resolution #2020-61). Approval of this extension is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: January 3, 2022)**

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A3120 & A3121 .4420

Amount: TBD

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

AMHERST POLICE DEPARTMENT
500 JOHN J. AUDUBON PARKWAY
AMHERST, NEW YORK 14228
716-689-1322
FAX 716-689-1310
SCOTT P. CHAMBERLIN
CHIEF OF POLICE

CONTRACT EXTENSION

United Uniform Dist., LLC agrees to hold prices and extend the current contract with the Town of Amherst for "Uniforms" (Bid# 2019-045; CRS-CMS ID#1806-2009).

This contract will be extended for a 3 month period from January 6, 2022 to April 5, 2022.

Agreed to and Accepted By:

United Uniform Dist. LLC
VP Major Accounts

Dated: 12/28/21

Brian J. Kulpa, Supervisor
Town of Amherst

Dated: _____

Attachment: United Uniform Extension Packet (RES-2022-67 : Contract Extension: United Uniform (CRS#3110))

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

Francina J. Spoth
Town Clerk

Meeting: 01/06/20 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 21344 **RESOLUTION 2020-61** **ADOPTED**

Award of Bid #2019045 - Uniforms - CRS #1806

WHEREAS, the Contract Compliance and Administration Department received bids on December 5, 2019 for Bid #2019045 - Uniforms; 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 United Uniform Dist. LLC, 495 N. French Rd., Buffalo, NY 14228; and

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with United Uniform Dist. LLC.

FINANCIAL IMPACT:

Accounts: A3020 .4420 (Fire Control) & A3120 .4420 (Police) - Amount TBD

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

Attachment: United Uniform Extension Packet (RES-2022-67 : Contract Extension: United Uniform (CRS#3110))

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst

Contract Compliance & Administration Department

INVITATION TO BID # 2019045

Uniforms

Bids, as stated below, will be received and publicly opened by the Contract Compliance & Administration Department in accordance with the attached specifications. FAX / electronically submitted bids will not be accepted.

Bid Instructions:

- **Four (4) copies of the proposal are required.**
- **All four (4) bid packets may be placed in one sealed envelope.**
- **In each of the four (4) bid packets being submitted, EACH page requiring a signature, must be an original signature, and must be signed in BLUE INK.**
- **If you are submitting bids for more than one job, please put in separate envelopes, marked with the Bid number.**

Please submit to:

Town of Amherst
Contract Compliance & Administration – 2nd Floor
5583 Main Street
Williamsville, New York 14221

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: 2019045

OPENING DATE December 5, 2019 TIME: 12:15 PM

FOR: Uniforms

NAME OF BIDDER: UNITED UNIFORM DIST, LLC.

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope. Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

X	EXHIBIT "A"	- Assignment of Public Contracts
N/A	EXHIBIT "D"	- Bid Bond (Formal Bid) **5%**
X	EXHIBIT "F"	- Agreement Addendum
X	EXHIBIT "G"	- Non-Collusive Bidding Certification
X	EXHIBIT "I"	- Certification of Compliance with the Iran Divestment Act
N/A	EXHIBIT "W"	- Prevailing Wage Schedule

Attachment: United Uniform Extension Packet (RES-2022-67 : Contract Extension: United Uniform (CRS#3110))

NOTICE TO BIDDERS

Town of Amherst
Contract Compliance & Administration Department

Bid #2019045
Uniforms

Sealed proposals for the above mentioned project in the Town of Amherst, NY will be received by the Contract Compliance & Administration Office in the Municipal Building, Williamsville, NY 14221 on or before 12:15 PM local time December 5, 2019.

Specifications may be obtained via e-mail to khalton@amherst.ny.us or examined at the Contract Compliance & Administration Office of the Town of Amherst between the hours of 8:00 AM and 4:00 PM through the bid opening date, excluding Saturdays, Sundays and Holidays.

By Order of the Town Board
Town of Amherst, New York

November 13, 2019

Attachment: United Uniform Extension Packet (RES-2022-67 : Contract Extension: United Uniform (CRS#3110))

Uniforms - Specification and Pricing Sheets

			POLICE				
Line	MANUFACTURER	STYLE #	CLASS A	CUSTOMIZING	Estimated Quantities	UNIT PRICE	EXTENDED
1	FLYING CROSS	47780 86	MEN'S POLY/WOOL HIDDEN SIDE POCKET PANT		24	$ 82.50	$ 1,980.00
2	FLYING CROSS	47780W 86	WOMEN'S POLY/WOOL HIDDEN SIDE POCKET PANT		1	$ 82.50	$ 82.50
3	FLYING CROSS	07W84 86	MEN'S LONG SLEEVE CLASS A SHIRT - NAVY	Sew Emblem Each Sleeve	24	$ 69.50	$ 1,668.00
4	FLYING CROSS	107W84 86	WOMEN'S LONG SLEEVE CLASS A SHIRT - NAVY	Sew Emblem Each Sleeve	24	$ 69.50	$ 1,668.00
5	FLYING CROSS	57R84 86	MEN'S SHORT SLEEVE CLASS A SHIRT - NAVY	Sew Emblem Each Sleeve	24	$ 63.50	$ 1,524.00
6	FLYING CROSS	157R84 86	WOMEN'S SHORT SLEEVE CLASS A SHIRT - NAVY	Sew Emblem Each Sleeve	1	$ 63.50	$ 63.50
7	FLYING CROSS	54100A 86	SOFT SHELL JACKET - NAVY	Sew Emblem Each Sleeve - Add S/Straps	12	$ 120.00	$ 1,440.00
8	BLAUER	9690	REVERSIBLE RAINCOAT	"AMHERST POLICE" Scotchlite Transfer	6	$ 275.00	$ 1,650.00
9	FLYING CROSS	79900GTXA 86	GORE-TEX SHELL JACKET - NAVY	Two Emblems - AMHERST POLICE Scothlite on PullDown	12	$ 225.00	$ 2,700.00
10	BLAUER	339	SAFETY VEST	"AMHERST POLICE" Scotchlite Transfer	12	$ 52.50	$ 630.00
11	SENTRY	CUSTOM	8pt HAT - NAVY SERGE w/CANE BAND & BLACK OVERLAY	Grey Cloth Band (Dept. Supplied)	12	$ 49.50	$ 594.00
12	SENTRY	CUSTOM	GOLD OR SILVER FLEX BAND	Black Cane Band	12	$ 9.50	$ 114.00
13	BROOME	33	TIE - NAVY		12	$ 8.50	$ 102.00
14	ROCKY	2167	SHOES		50	$ 90.00	$ 4,500.00
15	SAFARILAND	87/875	GUNBELT	Gold or Silver Buckle	6	$ 59.95	$ 359.70
16	SAFARILAND	51	GARRISON BELT	Gold or Silver Buckle	24	$ 14.95	$ 358.80
17	BLAUER	107	REVERSIBLE HAT COVER		12	$ 12.95	$ 155.40
18	FLYING CROSS	34891 86	CLASS A POLY/WOOL DRESS BLOUSECOAT - NAVY		1	$ 275.00	$ 275.00

		BRAID OPTION	TRI-TONE SLEEVE BRAID - PRICED PER ROW	Sew Braid onto Blousecoat Sleeves	1	$ 30.00	$ 30.00
		ALTERATION	HONOR GUARD CUSTOMIZING	Taper Sides and Add 4 Belt Hooks	1	$ 25.00	$ 25.00
19	FLYING CROSS	34291 86	CLASS A POLY/WOOL DRESS PANT - NAVY		1	$ 75.00	$ 75.00
			POLICE				
	MANUFACTURER	**STYLE #**	**CLASS B**		**Estimated Quantities**		
20	BLAUER	8110X	MOCK TURTLENECK - NAVY	Embroider "APD"	24	$ 33.50	$ 804.00
21	BLAUER	8119	MOCK DICKEY - NAVY	Embroider "APD"	12	$ 17.50	$ 210.00
22	5.11	42056-724/019	L/S POLO - DARK NAVY OR BLACK	Embroider Full Color APD Logo	1	$ 48.50	$ 48.50
23	5.11	41060-724/019	S/S POLO - DARK NAVY OR BLACK	Embroider Full Color APD Logo	1	$ 43.50	$ 43.50
24	5.11	72049-724/019	L/S POLO - DARK NAVY OR BLACK	Embroider Full Color APD Logo	1	$ 48.50	$ 48.50
25	5.11	71049-724/019	S/S POLO - DARK NAVY OR BLACK	Embroider Full Color APD Logo	1	$ 43.50	$ 43.50
	MANUFACTURER	**STYLE #**	**POLICE/MISCELLANEOUS**		**Estimated Quantities**		
26	ALBOUM	TASLON	FUR TROOPER BLACK TASLAN		6	$ 27.50	$ 165.00
27	BLAUER	125/4T176	KNIT HAT W/THINSULATE	Embroider "APD"	12	$ 12.50	$ 150.00
28	HATCH	WPG100/3960T	WINTER GLOVES		12	$ 36.50	$ 438.00
29	MONADNOCK	9152	AUTOLOCK 22"		12	$ 132.50	$ 1,590.00
30	MONADNOCK	3034	POWER SAFETY HOLDER		12	$ 29.50	$ 354.00
31	MONADNOCK	6213	HINDI CAP		12	$ 45.00	$ 540.00
32	MONADNOCK	9352	AUTOLOCK 22" PATROL KIT w/CAP & HOLDER		1	$ 165.00	$ 165.00
33	RAINE	013GW	GLOVE POUCH		12	$ 9.50	$ 114.00
34	SAUNDERS	10007	FORM HOLDER		6	$ 25.00	$ 150.00
35	VARIOUS		HASHMARKS	REAL GOLD BULLION ON BLACK FELT	24	$ 3.50	$ 84.00
36	ASP	56109	CHAIN HANDCUFFS BLACK		12	$ 49.50	$ 594.00

37	ASP	56131	CUFF CASE		12	$ 40.50	$ 486.00
38	PEERLESS	700	STANDARD HANDCUFFS NICKEL		12	$ 29.95	$ 359.40
	MANUFACTURER	**STYLE #**	**POLICE/MISCELLANEOUS**		**Estimated Quantities**		
39	SAFARILAND	90 HS	CUFF CASE BLACK		6	$ 27.50	$ 165.00
39	SAFARILAND	573-83/283-21	MAG/CUFF HOLDER - PADDLE - PLAIN BLACK		1	$ 36.75	$ 36.75
40	SAFARILAND	7360-2832-411	7TS LEVEL III HOLSTER w/LIGHT - STX PLAIN		1	$ 121.50	$ 121.50
41	SAFARILAND	6520-364-412	TASER HOLSTER - STX PLAIN		1	$ 71.25	$ 71.25
42	SAFARILAND	77-283-13PBL	DOUBLE MAG CASE - STX TAC FINISH		1	$ 29.50	$ 29.50
43	SAFARILAND	38-4-2HS	MACE HOLDER - HIDDEN SNAP - PLAIN BLACK		1	$ 27.50	$ 27.50
44	SAFARILAND	QUICK-KIT1-2	QUICK KIT 1		1	$ 22.50	$ 22.50
45	SAFARILAND	62-4-2HS	FOUR PACK BELT KEEPERS - HIDDEN SNAP		1	$ 19.50	$ 19.50
46	DEF TEC	5239A	MK III 360 DEGREE MACE		1	$ 14.10	$ 14.10
47	STREAMLIGHT	69135	REMOTE PRESSURE SWITCH		1	$ 36.95	$ 36.95
48	STREAMLIGHT	69260	TLR1-HL GUNLIGHT		1	$ 142.50	$ 142.50
49	PREMEIR EMBLEM	CUSTOM	MOURNING BANDS - Black or Thin Blue Line		12	$ 2.50	$ 30.00
50	FLEXFIT	6277	BALL CAP	Embroider Subdued APD Logo	18	$ 14.50	$ 261.00
51	5.11	48016-019	RESPONSE JACKET	Embr. Logo on Front / "POLICE" on Back	6	$ 69.50	$ 417.00
52	5.11	73287/73308/63071	BIKE SHORTS		1	$ 42.50	$ 42.50
53	PERFECT FIT	715T	BADGE HOLDER		1	$ 12.50	$ 12.50
54	PERFECT FIT	105/100D4	WALLET BADGE HOLDER		1	$ 33.50	$ 33.50
55	PERFECT FIT	501	CLUTCHBACKS		1	$ 14.50	$ 14.50
56	PERFECT FIT	705MH	MAGNETIC HOLDER		1	$ 18.50	$ 18.50
57	TINGLEY	1400	WORK RUBBERS		12	$ 35.00	$ 420.00
58	PREMIER	8004/8005	FLEXIBLE HAT BANDS		1	$ 9.50	$ 9.50
59	PREMIER EMBLEM	CLUTCHBACKS	CLUTCHBACKS	10 Pack Metal	12	$ 2.50	$ 30.00
	MANUFACTURER	**STYLE #**	**POLICE/MISCELLANEOUS**		**Estimated Quantities**		
60	FLYING CROSS	VT8800 LBK	SHELL BLACK		1	$ 165.00	$ 165.00
61	FLYING CROSS	74010	SWEATER 1/4 ZIP		1	$ 94.50	$ 94.50
	MANUFACTURER	**STYLE #**	**K9 UNIT**		**Estimated Quantities**		

62	5.11 TACTICAL	72175-018	L/S TACLITE PRO SHIRT - CHARCOAL	Emblems, Rockers, K9 Emblem	1	$ 47.50	$ 47.50
63	5.11 TACTICAL	71175-018	S/S TACLITE PRO SHIR T- CHARCOAL	Emblems, Rockers, K9 Emblem	1	$ 44.50	$ 44.50
64	5.11 TACTICAL	74273-018	TACLITE TROUSER - CHARCOAL		1	$ 44.50	$ 44.50
65	PROPPER	F5452-38-024	L/S SHIRT GREY	Emblems, Rockers, K9 Emblem	1	$ 33.50	$ 33.50
66	PROPPER	F5451-38-024	BDU PANT GREY		1	$ 33.50	$ 33.50
67	UNDER ARMOUR	1316935-001	COLD GEAR MOCK L/S		6	$ 52.50	$ 315.00
68	UNDER ARMOUR	1316937-001	GOLD GEAR LEGGINGS		6	$ 52.50	$ 315.00
69	BIANCHI	BZ8002/31302	MAG POUCH		1	$ 21.95	$ 21.95
70	BIANCHI	8000/31300	CUFF CASE		1	$ 14.50	$ 14.50
71	BIANCHI	8007-31305	SPRAY CASE		1	$ 14.50	$ 14.50
72	BIANCHI	7406/15635	KEEPERS		1	$ 12.50	$ 12.50
73	BIANCHI	8001/31321	GUNBELT		1	$ 24.50	$ 24.50
74	BIANCHI	8105/31330	INNER BELT		1	$ 17.95	$ 17.95
	MANUFACTURER	**STYLE #**	**HONOR GUARD**		**Estimated Quantities**		
75	HANKIN	PERSHING	PERSHING HAT - NAVY or CMT Fabric Provided		1	$ 80.00	$ 80.00
76	PREMIER	P9008	RAIN COVER CLEAR		1	$ 6.50	$ 6.50
77	PREMIER	P7009	PARADE GLOVES		1	$ 4.00	$ 4.00
	MANUFACTURER	**STYLE #**	**HONOR GUARD**		**Estimated Quantities**		
78	ELBECO	310N-3	L/S SHIRT W/SIDE TAPER		1	$ 59.50	$ 59.50
79	CUSTOM	CMT	DRESS COAT		1	$ 295.00	$ 295.00
80	BATES	14	PARATROOPER BOOTS		1	$ 140.00	$ 140.00
81	JAYPEE	1435	SUICIDE STRAP		1	$ 27.50	$ 27.50
82	DON HUME/SAF	B125/999	GARRISON BELT		1	$ 34.50	$ 34.50
83	ELC	24	CITATION CORDS	CUSTOM TWO TONE COLORS	1	$ 17.50	$ 17.50
84	BLACKINTON	774	HONOR GUARD PIN		1	$ 20.00	$ 20.00
85	NEWPORT HARBOR	202	RAINCOAT		1	$ 225.00	$ 225.00

86	PROPPER	F5452-38	L/S SHIRT RIPSTOP		1	$ 37.50	$ 37.50
87	PROPPER	F5201-38	PANTS RIPSTOP		1	$ 33.50	$ 33.50
88	FLEXFIT	6308	BALL CAP		1	$ 9.50	$ 9.50
89	THOMAS	9122	GARMENT BAG	Sew Embroidered Namestrip	1	$ 45.00	$ 45.00
90	JAYPEE	S4428	D RING KEEPER		1	$ 13.50	$ 13.50
	MANUFACTURER	**STYLE #**	**BADGES**		**Estimated Quantities**		
			RHODIUM				
91	BLACKINTON	B2069	OFFICER		6	$ 71.50	$ 429.00
92	BLACKINTON	B550	INVESTIGATOR		1	$ 71.50	$ 71.50
93	BLACKINTON	B538	ACO OR COMMUNICATIONS		1	$ 65.00	$ 65.00
			GOLD				
94	BLACKINTON	B550	DETECTIVE		6	$ 80.00	$ 480.00
	MANUFACTURER	**STYLE #**	**BADGES**		**Estimated Quantities**		
			KARAT CLAD - BREAST				
95	BLACKINTON	B550	RANK		3	$ 120.00	$ 360.00
96	BLACKINTON	B2069	DET. LIEUTENANT		3	$ 120.00	$ 360.00
			RETIRED- WALLET				
97	BLACKINTON	B293	RETIRED RHODIUM OR GOLD		3	$ 71.50	$ 214.50
98	BLACKINTON	B550	RETIRED KARAT CLAD		3	$ 120.00	$ 360.00
	MANUFACTURER	**STYLE #**	**HAT BADGES**		**Estimated Quantities**		
			RHODIUM				
99	BLACKINTON	B614	ID NUMBER		6	$ 59.50	$ 357.00
100	BLACKINTON	B614	LETTERING		3	$ 59.50	$ 178.50
101	SMITH & WARREN	M810	HELMET BADGE		3	$ 59.50	$ 178.50
			KARAT CLAD				
102	BLACKINTON	B614	RANK PANEL		3	$ 110.00	$ 330.00
			NAME BARS				
103	BLACKINTON	J4	SILVER		12	$ 13.50	$ 162.00
104	BLACKINTON	J5	GOLD		6	$ 13.50	$ 81.00

105	BLACKINTON	J2	GOLD		6	$ 13.50	$ 81.00
	MANUFACTURER	**STYLE #**	**COLLAR BRASS**		**Estimated Quantities**		
106	SILVER 3/8"	CUSTOM	APD, CW, PSD, K9, ACO		1	$ 11.50	$ 11.50
107	GOLD 3/8"	CUSTOM	PSD		1	$ 11.50	$ 11.50
108	GOLD 3/4"	CUSTOM	SGT STRIPES		1	$ 6.50	$ 6.50
109	GOLD 1 1/8"	CUSTOM	SGT STRIPES		1	$ 6.50	$ 6.50
110	GOLD 3/4"	CUSTOM	LT		1	$ 6.50	$ 6.50
111	GOLD 1 1/8"	CUSTOM	LT		1	$ 6.50	$ 6.50
112	GOLD 3/4"	CUSTOM	CAPT		1	$ 6.50	$ 6.50
113	GOLD 1 1/8"	CUSTOM	CAPT		1	$ 6.50	$ 6.50
114	GOLD 3/4"	CUSTOM	ASST CHIEF		1	$ 12.00	$ 12.00
115	GOLD 1 1/8"	CUSTOM	ASST CHIEF		1	$ 12.00	$ 12.00
116	GOLD 3/4"	CUSTOM	CHIEF		1	$ 16.00	$ 16.00
117	GOLD 1 1/8"	CUSTOM	CHIEF		1	$ 16.00	$ 16.00
118	ROUND 1"	CUSTOM	AIU		1	$ 22.00	$ 22.00
	MANUFACTURER	**STYLE #**	**PATCHES (Minimum Order 100)**		**Estimated Quantities**		
119	APOLLO	EMBLEM	DEPT EMBLEM - SILVER		200	$ 2.50	$ 500.00
120	APOLLO	EMBLEM	DEPT EMBLEM - GOLD		200	$ 2.50	$ 500.00
121	APOLLO	EMBLEM	BADGE BATCH 3"		100	$ 2.50	$ 250.00
122	APOLLO	EMBLEM	ERT EMBLEM w/VELCRO HOOK BACKING		100	$ 4.50	$ 450.00
	MANUFACTURER	**STYLE #**	**POLICE ACADEMY RECRUITS**		**Estimated Quantities**		
123	FLYING CROSS	35W5441	L/S SHIRTS GREY	CPS EMBLEM & EMBR. NAME STRIP	6	$ 46.95	$ 281.70
124	DICKIES	LP812	PANTS BLACK		6	$ 25.95	$ 155.70
125	SAFARILAND	51	BELT		6	$ 14.95	$ 89.70
126	FLEXFIT	6308	BALL CAP w/EMBLEM		6	$ 12.95	$ 77.70
127	BROOME	900	TIE		6	$ 7.50	$ 45.00

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128	ANVIL	923	T-SHIRT W/LOGO		6	$ 9.95	$ 59.70
129	ANVIL	1420	SHORT W/LOGO		6	$ 19.95	$ 119.70
130	JERZEES	562	SWEATSHIRT W/LOGO		6	$ 19.95	$ 119.70
131	JERZEES	973	SWEATPANT W/LOGO		6	$ 19.95	$ 119.70
132	PROPPER	F5201-38-	BDU PANT - BLACK		6	$ 34.95	$ 209.70
	MANUFACTURER	**STYLE #**	**EMERGENCY RESPONSE TEAM**		**Estimated Quantities**		
133	UNDER ARMOUR	1316937-001	COLD GEAR LEGGINGS		6	$ 52.50	$ 315.00
134	UNDER ARMOUR	1316935-001	COLD GEAR MOCK		6	$ 52.50	$ 315.00
135	BLAUER	9820-50	TAC SHELL GORE-TEX JACKET w/FLEECE LINER	Add loop Velcro to Cover Scotchlite - Neck	1	$ 325.00	$ 325.00
136	ROCKY	5455	BLIZZARD STALKER		1	$ 125.00	$ 125.00
137	BLAUER	9825Z	TAC SHELL INSULATED GORE-TEX RAIN PANTS		1	$ 205.00	$ 205.00
138	SAFARILAND	774-212-23	G36 MAG HOLDER		1	$ 24.00	$ 24.00
139	SAFARILAND	76-83-23PBL	SINGLE MAG HOLDER - STX TACTICAL	FOR LEG DROP - EACH GUY GETS 2	2	$ 23.25	$ 46.50
140	SAFARILAND	6004-6-123	LEG SHROUD DOUBLE STRAP	EACH GUY GETS 2	2	$ 73.50	$ 147.00
141	JERZEES	21M	S/S POLYESTER PERFORMANCE T-SHIRT	SILK SCREEN 5 COLOR ERT SCREEN L/CHEST	1	$ 14.00	$ 14.00
142	JERZEES	21ML	L/S POLYESTER PERFORMANCE T-SHIRT	SILK SCREEN 5 COLOR ERT SCREEN L/CHEST	1	$ 18.00	$ 18.00
	MANUFACTURER	**STYLE #**	**EMERGENCY RESPONSE TEAM**		**Estimated Quantities**		
143	5.11 TACTICAL	72416-092	STRYKE TDU L/S SHIRT - STORM GREY		1	$ 69.50	$ 69.50
144	5.11 TACTICAL	72071-092	STRYKE TDU L/S COMBAT SHIRT - STORM GREY		1	$ 69.50	$ 69.50
145	5.11 TACTICAL	74433-092	STRYKE TDU PANT - STORM GREY		1	$ 69.50	$ 69.50
	MANUFACTURER	**STYLE #**	**AWARDS/PINS/MEDALS**		**Estimated Quantities**		
146	BLACKINTON	A4118/4119/4117	MEDALS W/1/2" SEAL VARIOUS		1	$ 75.00	$ 75.00

147	BLACKINTON		STANDARD PRESENTATION CASE		1	$ 25.00	$ 25.00
148	BLACKINTON	VARIOUS	COMMENDATION BARS 1 3/8" X 3/8"		1	$ 16.50	$ 16.50
149	S&W/BLACKINTON	C509/A367	TIE BAR		1	$ 23.50	$ 23.50
150	SMITH & WARREN	C639	MOTORCYCLE PIN		1	$ 15.00	$ 15.00
	MANUFACTURER	**STYLE #**	**CAPTAINS & CHIEF DRESS UNIFORM**		**USAGE**		
151	CUSTOM	CMT	IKE JACKET		1	$ 295.00	$ 295.00
152	NEWPORT HARBOR	202	TRENCH COAT - 761MT / 261MT		1	$ 275.00	$ 275.00
153	FLYING CROSS	35W5400	L/S SHIRT WHITE		1	$ 40.50	$ 40.50
154	BROOME	900	TIE BLACK VELCRO		1	$ 10.00	$ 10.00
155	PREMIER	P8002	GOLD CLOTH CAP STRAP		1	$ 12.50	$ 12.50
	MANUFACTURER	**STYLE #**	**CIVILIANS**		**USAGE**		
			PSD'S, MATRONS, AUXILARY & ACO				
156	ELBECO	P874/P804	L/S SHIRTS	Embr. Name Strip, Embs, Rockers	6	$ 40.50	$ 243.00
157	FLYING CROSS	15W54 25	L/S AUX. SHIRTS	AMHESRT AUX POLICE EMB EACH SLEEVE	1	$ 40.50	$ 40.50
158	FLYING CROSS	65R54 25	S/S AUX. SHIRTS	AMHESRT AUX POLICE EMB EACH SLEEVE	1	$ 38.50	$ 38.50
159	KEYSTONE	P101	8 PT. HAT SOLID BAND - NAVY		1	$ 50.00	$ 50.00
160	ELBECO	P864/P814	S/S SHIRTS	Embr. Name Strip, Embs, Rockers	6	$ 40.50	$ 243.00
	MANUFACTURER	**STYLE #**	**CIVILIANS**		**Estimated Quantities**		
161	COBMEX	4022	SWEATER	EMBLEMS	6	$ 44.50	$ 267.00
162	FECHHEIMER	TR070/TR070WT	PANTS		6	$ 42.50	$ 255.00
163	SAFARILAND	51	GARRISON BELT		6	$ 14.95	$ 89.70
164	LANDWAY	8824	FLEECE JACKET	EMBLEMS	6	$ 35.00	$ 210.00
165	LANDWAY	9803	FLEECE PULLOVER	EMBLEMS	6	$ 35.00	$ 210.00

			ANIMAL CONTROL		**Estimated Quantities**		
166	FLYING CROSS	47300/47300WT	PANTS		1	$ 65.50	$ 65.50
167	SAFARILAND	51	GARRISON BELT		1	$ 14.95	$ 14.95
			SCHOOL GUARDS		**Estimated Quantities**		
168	BLAUER	9860-50	WINTER PARKA		1	$ 255.00	$ 255.00
169	BLAUER	26990	RAINCOAT		1	$ 120.00	$ 120.00
170	BLAUER	107	HAT COVER		1	$ 12.95	$ 12.95
171	PREMIER	P7009	PARADE GLOVES		1	$ 4.00	$ 4.00
172	FINGER FASHIONS	HI VIS	MITTENS/GLOVES		1	$ 30.00	$ 30.00
173	BLAUER	339	ANSI II SAFETY VEST	"CROSSING GUARD" in Scotchlite	1	$ 52.50	$ 52.50
174	FLYING CROSS	TR070/TR070WT	TROUSERS		1	$ 42.50	$ 42.50
175	ELBECO	P811/P868	S/S SHIRTS		1	$ 37.50	$ 37.50
176	ELBECO	P801/P878	L/S SHIRTS		1	$ 40.50	$ 40.50
177	SAM BROOME	900	CROSSOVER TIE		1	$ 7.50	$ 7.50
178	SENTRY	CUSTOM	8PT HAT		1	$ 50.00	$ 50.00
179	ALBOUM	TASLON	FUR TROOPER		1	$ 27.50	$ 27.50
			TRAFFIC DIVISION		**Estimated Quantities**		
180	HOPE	550B	BREECHES - STOCK NAVY		1	$ 195.00	$ 195.00
181	CHIPPEWA	71418	10" MOTORCYCLE BOOT - BLACK		1	$ 230.00	$ 230.00
182	TAYLOR'S	4473Z	LEATHER MOTORCYCLE JACKET		1	$ 325.00	$ 325.00
183	TAYLOR'S	4476Z	LEATHER MOTORCYCLE JACKET		1	$ 325.00	$ 325.00
			MAINTENANCE/MECHANICS		**Estimated Quantities**		
184	RED KAP	SP14LB	L/S SHIRT	Silk Screened Logo on Chest	1	$ 20.50	$ 20.50
185	RED KAP	PT10NV	PANTS		1	$ 20.50	$ 20.50
186	DICKIES	874NV	PANTS		1	$ 22.50	$ 22.50
187	5.11	74273-724/019	RIPSTOP TACLITE		1	$ 47.50	$ 47.50
188	SNAP N WEAR	5000	SWEATSHIRT	Silk Screened Logo on Chest	1	$ 62.50	$ 62.50
189	JERZEES	440M	S/S POLO	Silk Screened Logo on Chest	1	$ 21.50	$ 21.50

190	BRODER	29M	T-SHIRT	Silk Screened Logo on Chest	1	$ 13.50	$ 13.50
191	5.11	48017-019	5 IN 1 COAT	Embroidered Logo on Chest	1	$ 235.00	$ 235.00
			POLICE SPECIALITY				
192	5.11 TACTICAL	74371	CLASS B RIPSTOP PDU CARGO PANTS	HEM TO LENGTH	1	$ 52.50	$ 52.50
193	5.11 TACTICAL	72366	CLASS B RIPSTOP PDU L/S SHIRTS	EMBLEMS	1	$ 52.50	$ 52.50
194	5.11 TACTICAL	71177	CLASS B RIPSTOP PDU S/S SHIRTS	EMBLEMS	1	$ 52.50	$ 52.50
195	5.11 TACTICAL	48153-724	VALIANT JACKET w/LINER	EMBLEMS JACKET & LINER	1	$ 275.00	$ 275.00
196	BLAUER	225	FLEECE LINED COMMANDO SWEATER	EMBLEMS	1	$ 95.00	$ 95.00
197	SAFARILAND	81-83-2	OPEN TOP MAGAZINE POUCH - PLAIN BACK		1	$ 13.50	$ 13.50
198	SAFARILAND	573-383-21	MAG/CUFF HOLDER - PADDLE - PLAIN BLACK		1	$ 36.75	$ 36.75
199	SAFARILAND	7378-283-411	ALS CONCEALMENT HOLSTER- STX PLAIN		1	$ 43.25	$ 43.25
200	SAFARILAND	7378-2832-41	ALS CONCEALMENT HOLSTER w/LIGHT- STX		1	$ 53.25	$ 53.25
201	SAFARILAND	6004-22L-2	QLS 22L RECEIVER PLATE ADDITIONAL LOCK		1	$ 15.00	$ 15.00
202	STREAMLIGHT	69130	REMOTE DOOR/SWITCH ASSEMBLY		1	$ 40.00	$ 40.00
			CENTRAL FIRE ALARM OFFICE		**Estimated Quantities**		
203	FECHHEIMER	15W5435	L/S SHIRTS - 35W5435	Emb/Flag - Direct Embr. Name	5	$ 43.50	$ 217.50
204	FECHHEIMER	65R5435	S/S SHIRTS - 85R5435	Emb/Flag - Direct Embr. Name	20	$ 38.50	$ 770.00
205	FECHHEIMER	TR070/TR070WT	TROUSERS		22	$ 42.50	$ 935.00
206	FECHHEIMER	39200	TROUSERS		4	$ 59.50	$ 238.00
207	BLAUER	6120	JACKET	Emb/Flag - Direct Embr. Name	2	$ 150.00	$ 300.00
208	SAFARILAND	51	GARRISON BELT		10	$ 14.95	$ 149.50
209	BATES	SR56	SMOOTH LEATHER SHOE		5	$ 125.00	$ 625.00
210	5.11	12404-019	WOMENS 6" SIDE ZIP BOOT		1	$ 85.00	$ 85.00
211	ROCKY	2167	8" ALPHAFORCE DUTY BOOT		5	$ 90.00	$ 450.00
212	BLACKINTON	B296	CUSTOM BADGE - RHODIUM		2	$ 55.00	$ 110.00
213	ELBECO	3310N	S/S SHIRTS	Emb/Flag - Direct Embr. Name	3	$ 43.50	$ 130.50

214	LANDWAY	8824	FULL ZIP FLEECE - BLACK	Emb/Flag - Direct Embr. Name	2	$ 40.00	$ 80.00
215	LANDWAY	9803	QUARTER ZIP FLEECE - BLACK	Emb/Flag - Direct Embr. Name	2	$ 40.00	$ 80.00
			MISCELLANEOUS				
216			DISCOUNT % OFF WEBSITE AND/OR PRINTED CAGALOG		%	5%	
217	TOTAL				$		**48,788.40**

Purchases are on as needed basis. There is no guarantee of quantities to be purchased.
No Additional charges will be allowed.

Attachment: United Uniform Extension Packet (RES-2022-67 : Contract Extension: United Uniform (CRS#3110))

CONTRACT TERM:

The Town of Amherst is awarding a two-year term contract from the date of Town Board approval. This contract may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst.

BID RESULTS

Bid results cannot be given over the phone. All requests for bid results should be submitted via e-mail to: Khalton@amherst.ny.us

INTERPRETATION OF DOCUMENTS

All questions about the meaning or intent of the specifications must be submitted via email to khalton@amherst.ny.us. Please include Bid #2019045 Uniforms in the e-mail subject line. Replies will be issued by Addenda and emailed to all parties recorded as having received the proposal documents. Questions received within 5 days of the bid opening will not be responded to.

Attachment: United Uniform Extension Packet (RES-2022-67 : Contract Extension: United Uniform (CRS#3110))

Town of Amherst

Contract Compliance & Administration Department

INSTRUCTIONS TO BIDDERS (FORMAL)

1. **Bid shall be submitted on these Town of Amherst bid forms** or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT
2. **Late Proposals.** Any responses received after the date and time prescribed will not be considered for contract award.
3. **Emergency Closings.** In the event the closing of certain Town facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Town's control, only bids received in the Contract Compliance & Administration Department prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. **Any change in wording or interlineation by a bidder of the inquiry** as published by the Town of Amherst shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. **The Town of Amherst reserves the right to reject any and all bids**, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The Town does not obligate itself to accept the lowest or any other proposal.
6. **Award to the lowest responsible bidder**. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Contract Compliance & Administration Department, to present information and documentation to the Director of Contract Compliance & Administration, to satisfy the Town that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. **Contract(s) or purchase order(s) will be awarded** after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. **This EXECUTORY CLAUSE** shall be a part of any agreement entered into pursuant to this bid:

   It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the Town of Amherst and appropriated therefore, and no liability on account thereof shall be incurred by the Town beyond the monies available and appropriated for the purpose thereof.

9. **Failure to meet delivery schedule** as per accepted bid may result in legal action by the Town of Amherst to recover damages.
10. **Prices shall be quoted F.O.B. Destination**, delivered inside (The dock or inside office). "Tailgate delivery" will not be accepted unless specified by the Town of Amherst.
11. **Collect transportation charges will not be paid by the Town of Amherst**. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included. There will be no additional charges for delivery.
12. **No taxes are to be billed to the Town of Amherst**. Proposals shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The Town of Amherst Purchase Order is an exemption certificate. Any applicable taxes from which the Town of Amherst is not exempt shall be listed separately as cost elements, and added into the total net price.
13. **The successful respondent shall comply with all laws, rules, regulations and ordinances** of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.
14. **Gratuities, Illegal or Improper Schemes.** The Town may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Town official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The Town may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the Town shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

Attachment: United Uniform Extension Packet (RES-2022-67 : Contract Extension: United Uniform (CRS#3110))

15. **Insurance shall be procured by the Successful Bidder before commencing work**, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in the Agreement Addendum, unless otherwise stipulated in these Bid Specifications. If the insurance is not provided in acceptable form within this period of time, then the Director of Contract Compliance & Administration may declare the vendor non-responsive and award the contract to the next responsible vendor.
16. **Any cash discount** which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The Town of Amherst policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Town will take the discount when payment is made. The Town will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.
17. **Changes in work.** The Town may, as the need arises, through the Director of Contract Compliance & Administration, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and the Town through the Director of Contract Compliance & Administration.
18. **Bid offering material other than that of specified manufacturer or trade name** will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.
19. **If material or services other than those specified in this bid document are offered,** the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

    (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Director of Contract Compliance & Administration Department, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.

    (b) Descriptive literature of item offered, for evaluation.

    (c) List of installations in the Town of Amherst of the item offered.

    (d) List of other installations.

20. **Any additional information** for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.
21. **Workmanship must meet with the approval of the department head(s) involved, and shall be first class** in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.
22. **Contractor shall Clean up and remove** all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.
23. **THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days** from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Contract Compliance & Administration Department. Upon withdrawal of the bid pursuant to this paragraph, the Contract Compliance & Administration Department will forthwith return the bidder's security deposit.
24. **Prices charged to the Town of Amherst** are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
25. **Price is Firm.** The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

Attachment: United Uniform Extension Packet (RES-2022-67 : Contract Extension: United Uniform (CRS#3110))

26. **Extension of price protection**. Any contract entered into pursuant to this bid to supply the Town of Amherst requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst. All extensions shall be submitted in writing and shall have prior approval by the Town of Amherst, Director of Contract Compliance & Administration.

27. **In executing this bid, the bidder affirms** that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the Town will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. **The undersigned shall be fully accountable** for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, Town, County or State officer or agency empowered to investigate the contract or his performance.

29. **Termination of contract:**

    a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.

    b. At its option, the Town may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the Town.

    c. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. **The successful bidder to whom the bid is awarded shall indemnify and hold harmless** the Town of Amherst and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. **Status as an independent contractor:** The successful Bidder to whom the bid is awarded and the Town agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the Town or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the Town or any department, agency or unit thereof.

32. **Governed by New York law:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

33. **A contract formed by the acceptance of this bid** shall be deemed to have been let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities pursuant to General Municipal Law 103 (16).

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TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst

Contract Compliance & Administration Department

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME UNITED UNIFORM DIST. LLC.

ADDRESS OF PRINCIPAL OFFICE:

STREET 495 NORTH FRENCH RD.

CITY BUFFALO, STATE NY

ZIP 14228 AREA CODE 716 PHONE 691.4400

Check one: CORPORATION V PARTNERSHIP____ INDIVIDUAL____

FEDERAL ID NUMBER: 81-0867283

E-MAIL ADDRESS: josh@uniteduniform.com

INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK

If foreign corporation, state if authorized to do business in the State of New York:

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE:

STREET Same

CITY _____ STATE _____

ZIP _____ AREA CODE _____ PHONE _____

NAMES AND ADDRESSES OF PARTNERS:

_____ _____

_____ _____

_____ _____

_____ _____

(Rev. 7/2017)

Attachment: United Uniform Extension Packet (RES-2022-67 : Contract Extension: United Uniform (CRS#3110))

TOWN OF AMHERST
AMHERST, NEW YORK 14221

EXHIBIT "A"

Town of Amherst

Contract Compliance & Administration Department

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Town of Amherst Director of Contract Compliance & Administration.

(Rev. 7/2017)

Attachment: United Uniform Extension Packet (RES-2022-67 : Contract Extension: United Uniform (CRS#3110))

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst

Contract Compliance & Administration Department

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 26th day of November, 20 19

TERMS Net 30 DELIVERY DATE AT DESTINATION Ne 30 days ARO

FIRM NAME UNITED UNIFORM DIST. LLC.

ADDRESS 495 NORTH French Rd.

Buffalo NY ZIP 14228

AUTHORIZED SIGNATURE

TYPED NAME OF AUTHORIZED SIGNATURE JOSHUA E. MUSKAT

TITLE Vice President Major ACCTS. TELEPHONE NO. 716.691.4400

(Rev.7/2017)

Attachment: United Uniform Extension Packet (RES-2022-67 : Contract Extension: United Uniform (CRS#3110))

TOWN OF AMHERST
AMHERST, NEW YORK 14221

EXHIBIT "I"

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: UNITED UNIFORM DIST. LLC.

Signature: _____

Print Name: JOSHUA E. MUSKAT

Title: Vice President - Major Accts

Date: November 26, 2019

Sworn To Before Me This

26th Day of November, 2019

_____

Notary Public

ANGELLA N. GALUSKI
NOTARY PUBLIC
STATE OF NEW YORK
ERIE COUNTY
COMMISSION EXPIRES
01GA6295671
JANUARY 6, 2022

Attachment: United Uniform Extension Packet (RES-2022-67 : Contract Extension: United Uniform (CRS#3110))

Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

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

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

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

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

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

Attachment: United Uniform Extension Packet (RES-2022-67 : Contract Extension: United Uniform (CRS#3110))

unless the waiver shall include the same.

7. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

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 1/6/20. 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:

United Uniform Dist. LLC.
Print Name of Company

By: _____
Signature

Joshua E. Muskat
Printed name

Date: November 26, 2019

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: 1/13/20

Attachment: United Uniform Extension Packet (RES-2022-67 : Contract Extension: United Uniform (CRS#3110))

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25227 **RESOLUTION 2022-68** **ADOPTED**

2022 Safety Education Trust Fund

TOWN BOARD AGENDA ITEM: JANUARY 3, 2022

TO: **Town Board**

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

RE: **2022 Safety Education Trust Fund**

Kindly adopt a resolution authorizing the approval to spend up to $4,000.00 in 2022 from the Safety Education Trust Account (T4012). Safety Education expenses include, but are not limited to, training, materials, books, films, and office supplies. The Safety Education Program provides many services to the community, Pre-K to College, and awareness programs. This trust and agency account is capable of accepting designated donations for the continuation of the Safety Education Program. The current balance of this account is $5,038.95.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk (**Agenda Item: January 3, 2022**)

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

T4012: Expenditure of up to $4,000.00 in 2022

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25229 **RESOLUTION 2022-69** **ADOPTED**

2022 Asset Forfeiture Trust Account

TOWN BOARD AGENDA ITEM: JANUARY 3, 2022

TO: **Town Board**

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

RE: **2022 Asset Forfeiture Trust Account**

Kindly adopt a resolution authorizing the approval to spend up to $50,000.00 from T2917 Asset Forfeiture Trust Account. This account is federally regulated by instituted guidelines regarding the expenditure of funds.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk (**Agenda Item: January 3, 2022**)

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

T2917: $50,000.00

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25230 **RESOLUTION 2022-70** **ADOPTED**

Training & Travel Request DRE/Stop DWI Training

TOWN BOARD AGENDA ITEM : JANUARY 3, 2022

TO: **Town Board**

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

RE: **Training & Travel Request**
DRE/Stop DWI Training

Kindly adopt a resolution authorizing One (1) Senior Investigator to attend a DRE/Stop DWI Training Course in Jacksonville, Florida. This course is being held from January 9, 2022 to January 16, 2022. The cost for the training and travel for this course is paid for by the organization teaching the course.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: January 3, 2022)**

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25232 **RESOLUTION 2022-71** **ADOPTED**

T-Account Expenditure Approval

Authorize the expenditure of up to $5,000.00 in 2022 from T2505.4002 for items not included in the town's budget.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

T 2505.4002 - up to $5,000.00

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

TOWN OF AMHERST
YOUTH & RECREATION DEPARTMENT
ERIE COUNTY, NEW YORK

Northtown Center at Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221
(716) 631-7132
Fax (716) 626-9087
www.amherst.ny.us

BRIAN J. KULPA
Supervisor

JACQUALINE G. BERGER
Councilmember - Liaison

MARY-DIANA POULI, Executive Director

MARK FORDEN
Chairperson, Youth Board

TIMOTHY GARDNER
Chairperson, Rec Commission

Date: 28 December 2021

To: Members of the Amherst Town Board

From: Mary-Diana Pouli, Executive Director

Re: Expenditures from T 2505.4002

The Youth & Recreation Department respectfully requests approval to spend up to $5,000.00 from T account 2505.4002 in 2022. This is money that was either raised by volunteers or donated from civic groups to be used for items not included in our approved town budget. Typical expenses include small tokens of appreciation for volunteers, incentives for program participants, and snacks for end-of-program parties and staff trainings.

Thank you for your consideration of this request.

Attachment: T-Account Expenditure Approval (RES-2022-71 : T-Account Expenditure Approval)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25234 **RESOLUTION 2022-72** **ADOPTED**

T-Account Expenditures - Decommissioning

WHEREAS, account T 2107 has been created for expenses that qualify as parkland alienation, and

WHEREAS, the Amherst Youth & Recreation Department was asked to decommission fields and facilities at the Audubon Recreation Complex as part of the sale agreement to Bones & Guts LLC, and

WHEREAS, the Amherst Youth & Recreation Department was asked to create new fields and facilities to replace those which had been decommissioned, and

WHEREAS, as part of this process, the Youth & Recreation Department will incur expenses that are not included in its 2022 budget, and

WHEREAS, the Supervisor, Finance Director, Town Attorney and the Director of Economic Development believe it appropriate to use this account to cover those expenses,

NOW THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the use of funds in T 2017 to cover expenses incurred in decommissioning the Audubon Recreation Complex and re-establishing those services elsewhere, upon approval of those expenses by the Finance Director and Comptroller.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

T 2107 - TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25228 **RESOLUTION 2022-73** **ADOPTED**

Rental Agreement CRS #3044

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and NLTT Hockey Ventures, LLC for locker and training room rentals by the Buffalo Beauts at the Northtown Center at Amherst.

1/3/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

A 7253.02412; 2021:-$5400.00 (revenue); 2022: -$4050.00 (revenue)

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

AGREEMENT
Between the Town of Amherst
And
NLTT HOCKEY VENTURES, LLC

THIS AGREEMENT, made as of _____, 2021 between the Town of Amherst, a municipal corporation with its principal office at 5583 Main Street, Williamsville, New York 14221 (Landlord) and NLTT Hockey Ventures, LLC., with its principal office located at 67 West Street, Suite 401-B15, Brooklyn, New York 11222 (Tenant).

WITNESSETH, that the Landlord has agreed to let, and does hereby let, and the said Tenant has agreed to take, and does hereby take, certain premises located at 1615 Amherst Manor Drive, Williamsville, New York 14221 (the "Center") containing a locker room and training room consisting of approximately 1,075 sq. ft. for a term commencing the 1st day of September 2021 and ending on the 31st day of March 2022. The said Tenant shall pay the Landlord the total rent of $9,450.00 due on the 1st of each month in equal installments of $1,350.00 per month.

Landlord shall supply utilities and maintain the premises in a habitable manner in order to permit the Tenant to carry out the purposes and intent of the corporation as specified in the Certificate of Corporation.

Tenant shall have the right to make interior modifications to the building, subject however, to prior approval of the Landlord. Tenant shall obtain all necessary permits and any additional insurance coverage.

To the fullest extent permitted by law, Tenant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, including but not limited to claims for personal injury and/or death to all persons arising out of the use of the premises by the Tenant or its officers, agents, and/or employees as well as the negligence, active or passive, of the Tenant its officers, agents and/or employees.

Tenant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from Tenant's operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella or excess coverage shall be in an amount of at least $5,000,000.00.

Tenant shall furnish adequate proof of the existence of the above insurances to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis and name the Town as a certificate holder and

Attachment: NLTT Hockey Ventures LLC Rental Agreement (RES-2022-73 : Rental Agreement CRS #3044)

further assure that the policies shall be cancelled, reduced in the amount of coverage, surrendered or allowed to expire without the Landlord being provided with thirty (30) days prior written notice.

A failure by Tenant to procure the General Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying Agreement and subject the Tenant to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

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

No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

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

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

This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

Attachment: NLTT Hockey Ventures LLC Rental Agreement (RES-2022-73 : Rental Agreement CRS #3044)

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

Tenant shall have access to the building during stated business hours, normally 7:00am until 12:00am Monday through Friday and 7:00am until 12:00am, Saturday and Sunday. The building is closed on certain federal holidays and the schedule must be verified with the Center management as to changes of building hours.

If default be made in the payment of the rent or any part thereof, or if the Tenant shall without the written consent of the Landlord, let, underlet, or assign the said premises, or a part thereof, for the whole or any part of said term, or shall use said premises or any part thereof for any other purpose that as specified in the Certificate of incorporation for the Tenant, the Landlord shall have the right at its discretion to terminate this Lease on first giving to the Tenant ten (10) days notice of such election.

This agreement may be terminated by either party with thirty (30) days written notice.

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.

NLTT HOCKEY VENTURES, LLC/ BUFFALO BEAUTS

Nathaniel A. Oliver

12/22/21

Date

TOWN OF AMHERST

Brian J. Kulpa, Supervisor

Date

Attachment: NLTT Hockey Ventures LLC Rental Agreement (RES-2022-73 : Rental Agreement CRS #3044)

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: NLTT Hockey Ventures LLC Rental Agreement (RES-2022-73 : Rental Agreement CRS #3044)

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: NLTT Hockey Ventures LLC Rental Agreement (RES-2022-73 : Rental Agreement CRS #3044)

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:

NLTT Hockey Ventures / Buffalo Beauts

Print Name of Company

By: _____

Signature

Nathaniel A. Oliver

Printed name

Date: 8/17/21

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: NLTT Hockey Ventures LLC Rental Agreement (RES-2022-73 : Rental Agreement CRS #3044)

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: Buffalo Beauts / NLTT Hockey Ventures, LLC

Signature: [signature]

Print Name: Nathaniel A. Oliver

Title: Buffalo Beauts General Manager

Date: 8/18/21

Sworn To Before Me This

18 Day of August, 2021

Shaun Racine

Notary Public

Shaun Racine
Notary Public, State of New York
Reg.#01RA6406542
Qualified in Niagara County
Commissions Expire: 04/27/2024

Revised 4.2017

Attachment: NLTT Hockey Ventures LLC Rental Agreement (RES-2022-73 : Rental Agreement CRS #3044)

BXW

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/17/21

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	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801
CONTACT NAME:	SPORTS
PHONE (A/C, No. Ext):	800-441-3994 **FAX (A/C, No):** 260-459-5120
E-MAIL ADDRESS:	KK.SPORTS@KANDKINSURANCE.COM
INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURER A:	NATIONAL CASUALTY COMPANY — 11991
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	
INSURED	NLTT HOCKEY VENTURES, A MEMBER OF THE D/B/A BUFFALO BEAUTS; MINNESOTA WHITECAP SPORTS, LEISURE & ENTERTAINMENT RPG 20888 ASHLEY WAY SARATOGA, CA 95070

COVERAGES **CERTIFICATE NUMBER:** 2040075 **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. NC=NOT COVERED

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 Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC OTHER:	Y	N	KRO0008945600	12:01AM 9/15/21	12:01AM 9/15/22	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG Part Lgl Liab	1000000 300000 NC 1000000 3000000 1000000 NC
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION			XKO0008945700	12:01AM 9/15/21	12:01AM 9/15/22	EACH OCCURRENCE AGGREGATE	5000000 5000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER-STATUE / OTHER E.L. EACH ACCIDENT E.L. DISEASE – EA EMPLOYEE E.L. DISEASE – POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECT TO THE OPERATIONS OF
THE NAMED INSURED
RE: AMHERST RINK

CERTIFICATE HOLDER

TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 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

ACORD 25 (2016/03)

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Attachment: NLTT Hockey Ventures LLC Rental Agreement (RES-2022-73 : Rental Agreement CRS #3044)

NYSIF
New York State Insurance Fund

225 OAK STREET, BUFFALO, NEW YORK 14203-1685
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 870882323
NLTT HOCKEY VENTURES LLC DBA
BUFFALO BEAUTS ALSO DBA MINNESOTA W
20888 ASHLEY WAY
SARATOGA CA 95070

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
NLTT HOCKEY VENTURES LLC DBA BUFFALO BEAUTS ALSO DBA MINNESOTA W 20888 ASHLEY WAY SARATOGA CA 95070	TOWN OF AMHERST 5583 MAIN ST WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B2556 981-5	998884	10/06/2021 TO 10/06/2022	10/12/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2556 981-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 582282810

U-26.3

Attachment: NLTT Hockey Ventures LLC Rental Agreement (RES-2022-73 : Rental Agreement CRS #3044)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
NLTT HOCKEY VENTURES LLC

1615 AMHERST MANOR DRIVE
BUFFALO, NY 14221

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
408-772-9157

1c. Federal Employer Identification Number of Insured or Social Security Number
870882323

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL648455

3c. Policy effective period
10/01/2021 to 09/30/2022

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 10/11/2021 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

DB-120.1 (10-17)

Attachment: NLTT Hockey Ventures LLC Rental Agreement (RES-2022-73 : Rental Agreement CRS #3044)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Town Clerk
DOC ID: 25170

COMMUNICATION 2022-1 **REFERRED**

Letter from Resident - Westwood Negotiating Premature

Please see the attached letter.

1/3/2022
A motion to refer to the Town Attorney, Economic Development and the Amherst Central Park Task Force was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

Koller, Timothy

Subject: FW: WESTWOOD NEGOTIATING PREMATURE

Begin forwarded message:

From: Judith Ferraro <jferraro@roadrunner.com>
Subject: RE: WESTWOOD NEGOTIATING PREMATURE
Date: December 19, 2021 at 11:14:38 PM EST
To: "<bkulpa@amherst.ny.us> <jberger@amherst.ny.us> <dbucki@amherst.ny.us> . <slavin@amherst.ny.us>" <mszukala@amherst.ny.us>
Cc: "<rath@nysenate.gov> <mcmahonk@nyasembly.gov>" <JeanneVinal@erie.gov>, "Watson, Steve" <swatson@buffnews.com>, <amywallace@BeeNews.com>

How is it possible, that any Westwood negotiating of any sale/exchange or whatever the current narrative is, that intrinsically involves the remediation of Westwood, can take place, when the facts are unknown?

Below is correspondence from the DEC dated November 19, 2021.

Until you are able to provide transparency in clear, unambiguous language as to what you are doing with land and tax dollars..this deal-making rush should be postponed until all the pertinent information is available to the people of Amherst. Anything less is yet another example of disrespecting the people and their right to being fully informed and participate in any decisions impacting their lives i.e. their environment and their money.
Judy Ferraro

"To date there has been limited investigation completed on the Westwood Country Club site, mainly focusing on an area containing one of the golf course holes. A sitewide remedial investigation work plan was submitted to the Department and approved November 9, 2021. This investigation will sample soil, groundwater, surface water, and sediment to fully delineate the extent of contamination across the entire site. Field work associated with implementation of the investigation workplan is scheduled to begin in April of 2022. Once the investigation is complete, a remedial investigation/alternatives analysis report will be prepared by the Brownfield Cleanup Program (BCP) applicant and submitted to the Department. The report will document contamination found in the various environmental media, identify potential human and environmental exposure pathways and evaluate potential cleanup alternatives. Final decisions pertaining to the environmental cleanup at the site cannot be made until the investigation is complete and the data has been fully evaluated.

A fact sheet will be issued via the Erie County Listserv once the remedial investigation/alternative analysis report has been submitted. The public will then have 45-days to submit comments on the results of the environmental investigation and the proposed cleanup plan.

If you have not done so already, I recommend you sign up for the Erie County Listserv to receive site related information via email. Information on how to sign up for County Listserv is included in the link below. Thank you for your inquiry and feel free to contact me with any additional questions.

www.dec.ny.gov/chemical/61092.html

Feel free to contact me with any future inquires.

Attachment: ferraro letter (COM-2022-1 : Letter from Resident - Westwood Negotiating Premature)

Andrew Zwack
Assistant Engineer, Division of Environmental Remediation

New York State Department of Environmental Conservation
270 Michigan Avenue, Buffalo, NY 14203
P: (716) 851-7220 | F: (716) 851-7226 | andrew.zwack@dec.ny.gov"

Attachment: ferraro letter (COM-2022-1 : Letter from Resident - Westwood Negotiating Premature)

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

Francina J. Spoth
Town Clerk

Meeting: 01/03/22 07:00 PM
Department: Town Clerk
DOC ID: 25175

COMMUNICATION 2022-2

REFERRED

Summons and Complaint: Community Loan Servicing, LLC Vs. Town of Amherst Et Al.

1/3/2022
A motion to refer to the Town Attorney was as made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

----------X

COMMUNITY LOAN SERVICING, LLC Plaintiff, vs	**SUMMONS**
ALA SALLAJ, SAMIRA AL-KHAROUF, AMHERST-CHEEKTOWAGA-TONAWANDA HOME CONSORTIUM	INDEX #: ORIGINAL FILED WITH THE CLERK ON:
JOHN DOE (Those unknown tenants, occupants, persons or corporations or their heirs, distributees, executors, administrators, trustees, guardians, assignees, creditors or successors claiming an interest in the mortgaged premises.) Defendant(s).	MORTGAGED PREMISES: 274 Vine Lane Amherst, NY 14228 SBL #: 26.11 - 1 - 17

----------X

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in the above captioned action and to serve a copy of your Answer on the Plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the State. The United States of America, if designated as a Defendant in this action, may answer or appear within sixty (60) days of service hereof. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

NOTICE
YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

DEC 20'21 PM 4:38 ROD

Attachment: DOC122221-1222021103848 (COM-2022-2 : Summons and Complaint: Community Loan Servicing, LLC Vs. Town of Amherst Et

15.2.a

Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

Erie County is designated as the place of trial. The basis of venue is the location of the mortgaged premises foreclosed herein.

DATED: October 19, 2021

/s/Ashley M Pascuzzi
Ashley M Pascuzzi, Esq.
Gross Polowy, LLC
Attorneys for Plaintiff
1775 Wehrle Drive, Suite 100
Williamsville, NY 14221
Tel.: (716) 204-1700

Attachment: DOC122221-1222021103848 (COM-2022-2 : Summons and Complaint: Community Loan Servicing, LLC Vs. Town of Amherst Et

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

----------X

COMMUNITY LOAN SERVICING, LLC Plaintiff, vs	**COMPLAINT**
ALA SALLAJ, SAMIRA AL-KHAROUF, AMHERST-CHEEKTOWAGA-TONAWANDA HOME CONSORTIUM	INDEX #: ORIGINAL FILED WITH THE CLERK ON:
JOHN DOE (Those unknown tenants, occupants, persons or corporations or their heirs, distributees, executors, administrators, trustees, guardians, assignees, creditors or successors claiming an interest in the mortgaged premises.) Defendant(s).	MORTGAGED PREMISES: 274 Vine Lane Amherst, NY 14228 SBL #: 26.11 - 1 - 17

----------X

The Plaintiff by its attorneys, Gross Polowy, LLC, for its complaint against the Defendant(s) alleges upon information and belief as follows:

1. Plaintiff, COMMUNITY LOAN SERVICING, LLC is a limited liability company organized under the laws of the State of Delaware and is the holder of the subject note and mortgage with delegated authority to institute this mortgage foreclosure action by the owner of the subject note and mortgage and has the right to foreclose. Attached here as Schedule A is a copy of the original note.

2. On or about November 9, 2001, Ala Sallaj executed and delivered a note whereby Ala Sallaj promised to pay the sum of $85,500.00 plus interest on the unpaid amount due. The terms of the note were further modified.

3. As security for the payment of the note Ala Sallaj duly executed and delivered a mortgage, in the amount of $85,500.00 which was recorded as follows.

Recording Date: November 9, 2001
Book 12957/Page 4210
Office of the Erie County Clerk

The mortgage was subsequently assigned to Ocwen Loan Servicing, LLC.

Attachment: DOC122221-1222021103848 (COM-2022-2 : Summons and Complaint: Community Loan Servicing, LLC Vs. Town of Amherst Et

The mortgage was subsequently modified by a Loan Modification Agreement executed by Ala Sallaj on March 17, 2018 and any mortgage taxes will be paid as required on the modified amount.

The mortgage was subsequently assigned to Bayview Loan Servicing, LLC.

Community Loan Servicing, LLC is formerly known as Bayview Loan Servicing, LLC.

4. The mortgaged property is known as 274 Vine Lane, Amherst, NY 14228. The tax map designation is SECTION 26.11, BLOCK 1, LOT 17. Plaintiff is foreclosing the land, buildings, and other improvements located on the property. The property is more fully described in Schedule B attached to this complaint.

5. Ala Sallaj failed to comply with the conditions of the note and mortgage by not making the payment that was due on March 1, 2019 and subsequent payments.

6. There is now due and owing on the note and mortgage the following amounts:

Principal Balance: $78,806.63
Interest Rate: 8.5%
Date Interest Accrues from: February 1, 2019

Together with accrued late charges, monies advanced for taxes, assessments, insurance, securing, inspections, posting of notices, maintenance and preservation of the property.

7. In order to protect the value of the property and its rights in the property, the Plaintiff may have to pay additional taxes, assessments, water charges, insurance premiums and other charges and the costs, allowances, expenses of sale, and reasonable attorney's fees for the foreclosure. Plaintiff requests that any amount it pays, together with interest, be included in the total amount due.

8. The defendant(s) may have an interest encumbering the property, which is either subordinate to Plaintiff's mortgage, or paid in full, equitably subordinated, or adverse to Plaintiff's mortgage. The interest of each defendant is set forth in "Schedule C" of this complaint.

9. The interest or lien of the United States of America, the State, City or local government entity is set forth in "Schedule D" of this complaint.

10. Plaintiff has complied with sections 1304 and 1306 of the Real Property Actions and Proceedings Law, and the mortgage was originated in compliance with all provisions of section 595-a of the Banking Law and any rules or regulations promulgated there under, and, if applicable, sections 6-l or 6-m of the Banking law.

11. No separate pending action was brought to recover any part of the mortgage debt or if any such action is pending final judgment for Plaintiff was not rendered and it is the intent of the Plaintiff to discontinue it.

Attachment: DOC122221-1222021103848 (COM-2022-2 : Summons and Complaint: Community Loan Servicing, LLC Vs. Town of Amherst Et

WHEREFORE, PLAINTIFF DEMANDS:

a. Judgment accelerating the maturity of the debt and determining the amount due Plaintiff for principal, interest, late charges, taxes, assessments, insurance, maintenance and preservation of the property and other similar charges, together with costs, allowances, expenses of sale, reasonable attorney's fees, all with interest, pursuant to the terms of the Note and Mortgage.
b. That the property be sold at auction to the highest bidder in accordance with the referee's terms of sale.
c. That the interest of the defendant(s) and all persons claiming by or through them be foreclosed and their title, right, claim, lien, interest or equity of redemption to the property be forever extinguished.
d. That out of the sale proceeds, the Plaintiff be paid the amounts due for principal, interest, late charges, taxes, assessments, insurance, securing, inspections, posting of notices, maintenance and preservation of the property, and other similar charges, together with court costs, allowances, expenses of sale, and reasonable attorney's fees, all with interest.
e. That the property be sold in as is condition and subject to the facts an inspection or accurate survey of the property would disclose, covenants, restrictions, easements and public utility agreements of record, building and zoning ordinances and violations, and the equity of redemption of the United States of America.
f. That Plaintiff may purchase the property at the sale.
g. That a receiver be appointed for the property, if requested by Plaintiff.
h. That if the Plaintiff possesses other liens against the property, they not merge with the mortgage being foreclosed and that Plaintiff, as a subordinate lien holder, be allowed to share in any surplus proceeds resulting from the sale.
i. That the Court award Plaintiff additional relief that is just, equitable and proper.

DATED: October 19, 2021

/s/Ashley M Pascuzzi
Ashley M Pascuzzi, Esq.
Gross Polowy, LLC
1775 Wehrle Drive, Suite 100
Williamsville, NY 14221

Attachment: DOC122221-1222021103848 (COM-2022-2 : Summons and Complaint: Community Loan Servicing, LLC Vs. Town of Amherst Et