



Amherst Town Board

Budget Meeting of the Town Board

Minutes

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

Francina J. Spoth
Town Clerk

Monday, October 30, 2023

7:00 PM

Amherst Municipal Building

I. IN MEMORY

II. INVOCATION

Councilmember Lavin

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on October 30, 2023 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Deborah Bruch Bucki	Town of Amherst	Deputy Supervisor	Present	
Jacqueline Berger	Town of Amherst	Councilmember	Present	
Shawn Lavin	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Daryl Bramer	Town of Amherst	Comptroller	Present	
Martin A. Polowy	Town of Amherst	Town Attorney	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	

V. MINUTES APPROVAL

- Monday, October 16, 2023

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2023-876**Capital Improvement Program (CIP) 2024-2029**

The 2024-2029 CIP is available for viewing at the Planning Department, the Town Clerk's Office, and on the Town of Amherst Website (as part of the Town's Overall Budget). The 2024-29 CIP can be found on the following link:

https://www.amherst.ny.us/pdf/planning/cip/231013_supervisors_2024_2029_cip.pdf

10/30/2023

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was opened at 7:01 PM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:

Jane Cox, 4584 Harlem Rd. - CIP funding for Amherst Central Park

Shelly Schratz, 1952 Kensington Ave. - lack of public participation and budget items

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the November 9th Special Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:30 PM.

RESULT:	DECISION DATE [UNANIMOUS]	Next: 11/9/2023 4:30 PM
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqueline Berger, Councilmember	
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala	

2. Resolution 2023-877**Town of Amherst 2024 Budget**

Presentation of the Supervisor's tentative budget without Town Board modifications for the fiscal year beginning January 1, 2024. The 2024 Budget is available for viewing at the Williamsville, Clearfield, Audubon, and Eggertsville-Snyder Libraries, the Comptroller's and Town Clerk's Offices, and on the Town of Amherst Website at the following link:

https://www.amherst.ny.us/pdf/comptroller/2024_supervisors/2024_supervisors_operating_budget.pdf

10/30/2023

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was opened at 7:01 PM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:

Jane Cox, 4584 Harlem Rd. - CIP funding for Amherst Central Park

Shelly Schratz, 1952 Kensington Ave. - lack of public participation and budget items

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:30 PM.

RESULT:	HEARING CLOSED
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VIII. DEVELOPMENT REVIEW ACTIONS

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

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

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

1. 9/11 Commemoration Committee

Membership is unlimited.

2. Amherst Committee on Disabilities (5)

3. Amherst Community Diversity Commission (4)

4. Amherst Conservation Advisory Council (5)

5. Amherst Government Financial Advisory Board

Membership is full.

6. Amherst Industrial Development Agency

Membership is full.

7. Amherst Veterans Committee (3)

8. Arts & Culture in Public Places Board

9. Board of Assessment Review

Membership is full.

10. Board of Electrician Examiners

Membership is full.

11. Board of Ethics

Membership is full.

12. Board of Plumbing and Drainage Examiners

Membership is full.

13. Design Advisory Board**14. Employee Suggestion Program Merit Award Board**

Membership is full.

15. Employee Suggestion Review Committee**16. Energy Conservation Citizens Advisory Committee (3)****17. Freedom of Information Law (FOIL) Board****18. Glen Park Joint Board****19. Historic Preservation Commission**

Membership is full.

20. Information Technology Advisory Committee (1)**21. Library Board of Trustees**

Membership is full.

22. Minority / Woman Owned Business (4)**23. Open Government Advisory Board (4)****24. Planning Board**

Membership is full.

25. Recreation Commission (1)**26. Recycling and Waste Committee (3)****27. Senior Services Advisory Board (2)****28. Traffic Safety Board**

Membership is full.

29. Youth Board

Adult vacancies (6), Youth vacancies (0)

30. Zoning Board of Appeals**X. PUBLIC EXPRESSION**

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

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

The following speakers addressed the Town Board:

Joe Voytovich, 35 Bucyrus Dr. - Budget items

Tom Frank, 5403 Main St. - Resolution 2023-900

Jane Cox, 4584 Harlem Rd. - 2024 CIP funding

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 7:43 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS**A. SUPERVISOR KULPA:****1. Resolution 2023-843**

**Local Law to Override the Tax Levy Limit Established in General
Municipal Law §3-C**

Public hearing with respect to overriding the tax levy limit for the 2024 Budget.

10/16/2023

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:38 PM.

Supervisor Kulpa presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:47 PM.

10/30/2023

A motion to set a special meeting on November 9, 2023 at 4:30 p.m. for the purposes of considering Resolution 2023-843 as well as any proposed budget amendment resolutions was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

A motion to adjourn to the November 9th Special Town Board meeting was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	ADJOURNED [UNANIMOUS]	Next: 11/9/2023 4:30 PM
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqueline Berger, Councilmember	
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala	

2. Resolution 2023-878**Extension - RFP #202207 - State & Federal Government Relations Services (Original CRS #3747/ Extension CRS #4372)**

WHEREAS, Masiello Martucci & Associates wishes to extend the RFP #202207 State and Federal Government Relations Services agreement for an additional contract period through January 2, 2025; and

WHEREAS, Masiello Martucci & Associates agrees to the same prices, terms and conditions as the original agreement;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the first extension to Masiello Martucci & Associates; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Masiello Martucci & Associates.

10/30/2023

Consent

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

B. DEPUTY SUPERVISOR BUCKI:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER LAVIN:

E. COUNCILMEMBER SZUKALA:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2023-879

Omni Underwriting Managers, LLC DbA FutureComp (CRS #4375)

AGENDA ITEM : OCTOBER 30th, 2023

TO: Town Board

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

DATE: October 22, 2023

**RE: Omni Underwriting Managers, LLC dba FutureComp
(CRS #4375)**

Kindly adopt a resolution authorizing the Supervisor to execute the above contract for TPA Claims Administration from January 1, 2024 through and including December 31, 2026.

Thank you.

MAP:nmb

Attachment

c: Timothy Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - October 30th, 2023**)

10/30/2023

Consent

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

2. Resolution 2023-880

License Agreement - 99 Emma Way (Wernecke) (CRS #4374)

AGENDA ITEM : OCTOBER 30th, 2023

TO: Town Board

FROM: Nicole M. Burroughs, Senior Paralegal

DATE: October 25, 2023

RE: Request for License Agreement (CRS# 4374)
Placement of Pool, Pool Patio Pavers and Fencing
Property Located At:
99 Emma Way, East Amherst, New York 14051

Kindly adopt a resolution authorizing the Supervisor to execute the attached License Agreement pending successful completion of the CRS.

The owners of the above-referenced property are seeking permission to place an inground pool with patio pavers and fencing that would encroach into an existing Town-owned easement, the details and stipulations of which are more fully described in the License Agreement.

This request was reviewed and approved by the Highway Department.

Thus, kindly adopt the following resolution:

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

Thank you.

NMB:hs

Attachment

c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item : October 30, 2023**)

10/30/2023

Consent

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

3. Resolution 2023-881

Settlement of Article 7 Matter - J P H Properties C/O SCI Funeral Services #1721 V. Town of Amherst

AGENDA ITEM : October 30TH, 2023

TO: Town Board

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

DATE: October 25, 2023

RE: Settlement of Article 7 Matter
J P H Properties c/o SCI Funeral Services #1721 v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms

Attachment

c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item : October 30TH, 2023**)
Emily Murphy, Town Assessor

10/30/2023

Consent

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

4. Resolution 2023-882**Settlement of Article 7 Matter - Raasch Family Trust C/O Dollar General V. Town of Amherst****AGENDA ITEM : October 30TH, 2023**

TO: Town Board

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

DATE: October 25, 2023

RE: Settlement of Article 7 Matter
Raasch Family Trust c/o Dollar General v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms

Attachment

c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item : October 30TH, 2023**)
Emily Murphy, Town Assessor

10/30/2023

Consent

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

- B. TOWN CLERK:**
- C. ASSESSOR:**
- D. BUILDING/BUILDING MAINTENANCE:**
- 1. Resolution 2023-883**

Purchase Carpet Under PGB 23200 - Allasen Carpet CRS #4353

Subject to successful completion of contract routing, please authorize the Supervisor to sign for carpet purchase and installation at the Senior Center and Buffalo Niagara Heritage Village between Town of Amherst and Allasen Carpet, 394 Franklin St, Buffalo, NY 14202.

10/30/2023

Consent

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

- E. CENTRAL ALARM:**
- F. COMPTROLLER:**
- 1. Resolution 2023-884**

Budget Transfers and Amendments

For October 30, 2023 Town Board Agenda

To: Town Board
 From: Office of Town Comptroller
 Date: 10/25/2023
 Re: Various Department Budget Transfers / Amendments

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

BUDGET TRANSFERS - 2023

FROM:

N2124.8030 CDBG Payroll- FICA \$754.34
 N2124.8050 Hospital & Med Ins. \$3,069.86
 N2124.8010 Retirement \$3,750.02

TO:

N2124.1000 Personal Services \$3,644.11
 N2124.1300 Overtime \$639.61
 N2124.1853 Sick Leave Incentive \$324.31
 N2124.4050 Mileage \$1,605.78
 N2124.8052 Vision \$97.23

Requested per department to clean up payroll accounts.

G9916.2600 Plant 16- Other \$142,331.00

Requested per department.

A1230.4110 Economic Dev. - Contractual \$13,025.65

To transfer funds from contractual into personal services.

G9000.4090 Sewer- Professional Services \$10,000.00

Requested per department.

A8020.4090 Professional Services \$2,000.00

Requested per department.

A7142.4220 Bassett Park - Bldgs. & Grounds \$8,948.76
Requested per department.

N2124.8051 Dental \$1,263.18

G9916.4960 Plant Svc Agreement \$7,572.29
G9916.4926 Repair/Replace Operations \$585.29
G9916.4910 Plant Vehicle Repair \$3,643.91
G9916.4820 Chemicals- Processing \$65,264.75
G9916.4800 Chemicals- Conditioning \$65,264.76

A1230.1000 Personal Services \$12,100.00
A1230.8030 FICA \$925.65

G9000.1200 Overtime \$9,290.00
G9000.8030 FICA \$710.00

A8020.1000 Professional Services \$1,857.87
A8020.8030 FICA \$142.13

A7146.4220 No. Forest \$8,948.76

BUDGET AMENDMENTS - 2023

INCREASE:

C8161.02131 Refuse- Garbage Totes Rev \$4,635.00
To increase revenue received over the budget for garbage totes.

N2350.02785 TON HOME Rehab- PI \$45,390.60
N2353.02785 TON HOME Admin- PI \$5,043.40
To recognize Community Development program income from

N2350.02785 TON HOME Rehab- PI \$51,208.20
N2353.02785 TON HOME Admin- PI \$5,689.80
To recognize Community Development program income from

N2350.02785 TON HOME Rehab- PI \$45,024.30
N2353.02785 TON HOME Admin- PI \$5,002.70
To recognize Community Development program income from

N2344.02785 Cheek HOME- PI \$4,500.00
N2349.02785 Cheek Admin- PI \$500.00
To recognize Community Development program income from

A7260.05001 NWACC - Refund of C/Y Exp. \$22,702.80

A6773.05001 Nutrition - Refund of C/Y Exp. \$12,703.26

A6776.05001 SOS - Refund of C/Y Exp. \$481.95

To recognize refund of current year expense from CDBG funding for Northwest Amherst Community Center, Senior Center Nutrition, and Senior Outreach Services for the 3rd quarter 2023.

INCREASE:

C8161.4531 Garbage Totes \$4,635.00

N2350.4000 Contractual \$45,390.60
N2353.4003 10% Admin \$5,043.40

N2350.4000 Contractual \$51,208.20
N2353.4003 10% Admin \$5,689.80

N2350.4000 Contractual \$45,024.30
N2353.4003 10% Admin \$5,002.70

N2344.4000 Contractual \$4,500.00
N2349.4003 10% Admin \$500.00

A7260.1000 Personal Services \$13,456.52
A7260.8030 FICA \$931.45
A7260.4050 Mileage \$143.45
A7260.8010 Retirement \$1,767.78
A7260.8050 Health Insurance \$6,112.77
A7260.8051 Dental \$264.00
A7260.8052 Vision \$26.83

A6773.1000 Personal Services \$8,386.89
A6773.8030 FICA \$601.63
A6773.8010 Retirement \$1,101.79
A6773.8050 Health Insurance \$2,489.40
A6773.8051 Dental \$111.00
A6773.8051 Vision \$12.55
A6776.1000 Personal Services \$399.00
A6776.8030 FICA \$30.53
A6776.8010 Retirement \$52.42

A3649.04589 ARPA Federal Aid \$26,325.00
To recognize P.O. #22214351A.

A3649.2600 ARPA- Other \$26,325.00

N2223.02785 CDBG & Vg. - PI \$170.00
To recognize Community Development program income from

N2223.4000 Contractual \$170.00
169 Hillcrest, Amherst.

N2323.02785 CDBG & VG- PI \$4,380.80
 N2325.1000 CDBG Admin- PI \$1,095.20

N2323.4000 Contractual \$4,380.80
 N2325.1000 Personal Svcs \$1,017.37
 N2325.8030 FICA \$77.83

To recognize Community Development program income from 1664 Dodge Rd, Amherst.

N2340.02785 AMH HOME- PI \$13,173.30
 N2354.02785 HOME Admin- PI \$1,463.70

N2340.4000 Contractual \$13,173.30
 N2354.4003 10% Admin \$1,463.70

To recognize Community Development program income from 1664 Dodge Rd, Amherst.

10/30/2023

Consent

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

2. Resolution 2023-885

2024 Budget Other Items

Please see the attached file for 2024 Other Items, \$449,319.50. These items are added to the tax bill of the property owners and Erie County Real Property Tax Department requires Town Board approval adopting special Town charges.

10/30/2023

Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2023-886

Award Bid #2023041 Z-Bar Wheel Loader - CRS #4352

WHEREAS, the Contract Compliance and Administration Department received bids on September 28, 2023 for Bid #2023041 Z-Bar Wheel Loader; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award Items 1-5, 10A, 10B and 10C to Monroe Tractor (Items 6-9B are not being awarded); and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Monroe Tractor.

10/30/2023

Consent

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

2. Resolution 2023-887

Award Bid #2023042 Town Wide Undercoating - CRS #4358

WHEREAS, the Contract Compliance and Administration Department received bids on September 28, 2023 for Bid #2023042 Town Wide Undercoating; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Rustkote LLC; and

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

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

10/30/2023

Consent

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

3. Resolution 2023-888

Award Bid #2023043 Demolition of Former Plant 1 Lab Building - CRS #4370

WHEREAS, the Contract Compliance and Administration Department received bids on October 19, 2023 for Bid #2023043 for the Demolition of Former Plant 1 Lab Building at 1042 N. Forest Road; and

WHEREAS, the bid process resulted in responses from seven (7) vendors, as per the attached bid analysis form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Regional Environmental Demolition; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Regional Environmental Demolition, pending successful completion of the Contract Routing System due to safety concerns at site.

10/30/2023

Consent

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

4. Resolution 2023-889

Extension for Curbside Shredding Contract - CRS #4367 (Original CRS/CMS #2174/2259)

WHEREAS, Erie County Bid #219167-002 for Curbside Shredding (Original CRS #2174) has been extended until October 31, 2025;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the contract extension with Shred Text, Inc. for participation in the Erie County contract for Bid #219167-002; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two-year contract extension with Shred Text; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the current contract expires 10/31/23.

10/30/2023

Consent

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

5. Resolution 2023-890

DOT Drug and Alcohol Testing - CRS #4368

WHEREAS, the Contract Compliance and Administration Department is requesting approval to enter into a contract with HealthWorks-WNY, LLP for DOT Drug and Alcohol Testing; and

WHEREAS, the contract term will be from October 20, 2023 through December 31, 2025;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the contract with HealthWorks-WNY, LLP; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that there is no formal contract currently in place.

10/30/2023

Consent

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

- H. COURT:*
- I. ECONOMIC DEVELOPMENT:*
- J. EMERGENCY SERVICES:*
- K. ENGINEERING SERVICES:*
- 1. Resolution 2023-891**

**Change Order #1 – MLP Plumbing & Mechanical, Inc. - Plumbing
Contract Mathewson McCarthy Little League Fieldhouse
Improvements TOA Job # 2021.017A CRS No. 4361**

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 \$637.00. This change will cover the costs associated with removing existing foundations that were discovered during excavation for underground pipe installation.

Funding for this contract shall be from project account KP2207.4972. Please note that the above request is contingent pending successful completion of the contract review procedure.

10/30/2023

Consent

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

2. Resolution 2023-892

**Reist Street Culvert Replacement Over Ditch 10 Bridge NY Local
Project Agreement Resolution Authorizing Supervisor to Sign State
Local Agreement PIN 5765.04; Town of Amherst Job No. 2021.014
CRS No. 4376**

Would you please approve the attached resolution authorizing the Supervisor to sign an agreement indicating a commitment to participate in the administration and first instance funding of the above referenced Bridge NY project?

This project is 100% reimbursable by State aid. The attached resolution authorizes the Town to provide first instance funding to cover design, right-of-way, construction and construction inspection costs.

Funding is identified in the upcoming 2024-2029 CIP Project E-2 and available immediately in an account to be determined by the Town Comptroller. Please note that the above request is contingent pending successful completion of the contract review procedure.

10/30/2023

Consent

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2023-893

Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co LLC NYS CRS# 4349

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the New York State Contract with American Rock Salt Co, LLC for road salt materials BID Reference Group #018, Award #23315, Contract #PC70128 for the period 9/1/23 to 8/31/24 for 5,000 tons at \$64.83.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Amherst Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #4349) and the approval of the Town Attorney.

10/30/2023

Consent

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

2. Resolution 2023-894

Authorize the Purchase of One (1) CROSS TRAILER 7' Tall Enclosed Model # 714TA CRS #4344

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the purchase of one (1) CROSS TRAILER 7 feet tall with enclosed nose, MODEL #714TA.

The purchase is from LOE TRAILER SALES OF WNY LLC FOR \$8,750.00 LOCATED AT 40 CONNECTING BLVD, North Tonawanda, NY 14120 as lowest of three (3) bids.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this purchase. This purchase is subject to the Contract Routing System (CRS#4344) and the approval of the Town Attorney.

10/30/2023

Consent

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

3. Resolution 2023-895

Contract - Infoquest Computer Solutions Inc - CRS #4363

Please authorize the Town Supervisor to sign the contract between the Town of Amherst Highway Department and Infoquest Computer Solutions, Inc. The contract is for sixty (60) hours of Access Software support and customization for the database for the Highway Resource Information System, Highway Track.

The total is 60 hours times \$95.00 per hour for a total of \$5,700.00 with no expiration date.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS#4363) and the approval of the Town Attorney.

10/30/2023

Consent

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

N. HUMAN RESOURCES:**1. Resolution 2023-896****Police Captain/Police Department**

Please appoint a Police Captain to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 31, 2023 at an annual salary of \$114,616 for Kari McFayden.

This is a promotion for an employee currently serving as Lieutenant of Detectives. Replacing an employee who retired.

10/30/2023

Consent

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

2. Resolution 2023-897**Accountant/Youth & Recreation**

Please appoint an Accountant to the Youth & Recreation Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 31, 2023 at an annual salary of \$66,028, Grade 14, Step F for Patrice Fisher.

This is a promotion for an employee currently serving as Assistant Accountant.

10/30/2023

Consent

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

3. Resolution 2023-898**Coordinator Federal & State Aid Programs/Economic Development Department**

Please appoint a Coordinator Federal & State Aid Programs to the Economic Development Department. Temporary (PJC), Effective November 8, 2023 at an annual salary of \$72,306, Grade 16, Step F for Megan Winnert.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

10/30/2023

Consent

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

4. Resolution 2023-899**Police Attendant - PT/Police Department (4 Positions)**

Police Attendant - PT/Police Department (4 Positions), Effective October 31, 2023, Temporary, \$16.00 ph, Step 1 for Lindsey Vollmer, Jordan Cooper, Jennifer Esau and Christina Stein.

Contingent upon completing all pre-employment requirements.

10/30/2023

Consent

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

O. INFORMATION TECHNOLOGY:**P. PLANNING:****1. Resolution 2023-900****Set a Public Hearing Date on December 4, 2023**

Please schedule a public hearing on the amended Amherst Central Park Planned Unit Development (PUD) application for 772 North Forest Road, 385 Maple Road & 391 Maple Road at the December 4, 2023 Town Board meeting.

Thank you.

10/30/2023

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

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

2. Resolution 2023-901**Request for Public Hearing - Local Law - Chapter 203 Zoning Ordinance Amendment - Auxiliary Dwelling Units**

Please schedule a public hearing for November 13, 2023 at 7:00 PM to permit the Planning Department to present an amendment to the Town Zoning Ordinance, Chapter 203, Section 6-8-2, amending the existing provisions which permit auxiliary housing units.

10/30/2023

Consent

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

3. Resolution 2023-902**Sidewalk Waiver Request SWW-2023-02, 801 Ayer Road**

Sidewalk Waiver Request - **SWW-2023-02**; Property Located at **801 Ayer Road** (SBL#56.11-6-22.2). Tyler Wanaler, Petitioner.

The sidewalk waiver request has been reviewed by the Planning and Engineering Departments. Attached find the reviews from both departments which give their recommendations. After consideration by the Town Board, the sidewalk waiver request is denied.

10/30/2023

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

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

Q. POLICE:**1. Resolution 2023-903****Intermunicipal Agreement : Town of Clarence (CRS #4346) Crossing Guards at Transit Middle School****TOWN BOARD AGENDA ITEM : OCTOBER 30, 2023**

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Intermunicipal Agreement: Town of Clarence (CRS #4346)
Crossing Guards at Transit Middle School

Kindly adopt a resolution authorizing the Supervisor to execute the attached Intermunicipal Agreement with the Town of Clarence with regard to the above matter. This agreement is has successfully completed the Contract Routing Process.

Thank you.

MSL:hs

Attachment

c: Tim Koller, Deputy Town Clerk (*w/attachment*, **Agenda Item: October 30, 2023**)

10/30/2023

Consent

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

2. Resolution 2023-904

**Contract Extension: Metals Recycling Contract Bailey Avenue
Training Facility Range Action Target, Inc. (CRS #4348)**

TOWN BOARD AGENDA ITEM: OCTOBER 30, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Contract Extension: Metals Recycling Contract
Bailey Avenue Training Facility Range
Action Target, Inc. (CRS #4348)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract extension between the Town of Amherst (Police) and Action Target, Inc., with regard to the above-entitled matter. The original contract was approved on February 7, 2022 under Town Board Resolution number 2022-180 (CRS #3151). This contract extension has successfully completed the Contract Routing System.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: October 30, 2023**)

10/30/2023

Consent

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

R. SENIOR SERVICES:**S. SEWER/PLANT 16:****1. Resolution 2023-905****Travel Request Required Operator Training Courses**

The Engineering Department is requesting approval to send one (1) employee to attend the Activated Sludge training course at the Environmental Training Center at SUNY Morrisville in Morrisville, NY in January 2024. The total cost for the employee to attend the course is estimated to be \$2,112.56, and includes registration, tolls/mileage reimbursement, lodging and per diem.

The Engineering Department is also requesting to send another (1) employee to attend the Basic Laboratory Procedures training course in January 2024 and the Activated Sludge course in July 2024 at the Environmental Training Center at SUNY Morrisville in Morrisville, NY. The total cost for the employee to attend the courses is estimated to be \$2,096.06 and \$2,006.96, respectively, and includes registration, tolls/mileage reimbursement, lodging and per diem.

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

Thank you for considering this request.

10/30/2023

Consent

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

T. YOUTH AND RECREATION:**1. Resolution 2023-906****Travel Authorization**

Authorize travel for Eric Guzdek to the US Ice Rinks Association Board of Directors meeting in Milwaukee, WI from December 3-5, 2023.

10/30/2023

Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2023-120

Request for Public Hearing - 4774 & 4780 Sheridan Drive

Request from Sean Hopkins, Esq. for a public hearing with respect to the rezoning of 4774 & 4780 Sheridan Drive from R-3 to R-4.

This hearing has been scheduled for December 4th.

10/30/2023

Consent

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

2. Communication 2023-121

Request for Public Hearing - 420 New Road

Request from Joseph Rubino for a public hearing with respect to the rezoning of 420 New Road from SA to R-3.

This hearing has been scheduled for December 4th.

10/30/2023

Consent

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

3. Communication 2023-122

Summons and Complaint: Fifth Third Bank, N.A. Vs. Town of Amherst Et Al.

10/30/2023

Referred to Town Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 1 unlisted item. The motion was seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was opened at 7:56 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was closed at 7:57 PM.

1. Resolution 2023-907

Contract for Emergency Repair of HID Streetlights CRS #4389

Suspension Item to Town Board Agenda of October 30, 2023 Contract for Emergency Repair of HID Streetlights CRS #4389

To: Councilmember Bucki

From: Lynda Juul

Date: October 30, 2023

Re: Streetlight Repair Contract

Attached please find an Emergency Purchase Documentation Form related to streetlight repair. This contract is for the repair of existing HID streetlights while the LED conversion is taking place. The number of streetlights with existing issues is greater than anticipated, and repair is needed immediately due to safety concerns.

Pricing of several vendors was compared, with LEDES's pricing found to be the most beneficial to the Town. They were also available to begin work immediately.

The contract will be routed through the Contract Routing System.

10/30/2023

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

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

XVIII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Public Expression was opened at 7:58 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Public Expression was closed at 7:58 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The Town Board meeting of October 30, 2023 was adjourned at 7:58 PM.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 28127

RESOLUTION 2023-876

DECISION DATE

Capital Improvement Program (CIP) 2024-2029

The 2024-2029 CIP is available for viewing at the Planning Department, the Town Clerk's Office, and on the Town of Amherst Website (as part of the Town's Overall Budget). The 2024-29 CIP can be found on the following link:

https://www.amherst.ny.us/pdf/planning/cip/231013_supervisors_2024_2029_cip.pdf

10/30/2023

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was opened at 7:01 PM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:

Jane Cox, 4584 Harlem Rd. - CIP funding for Amherst Central Park

Shelly Schratz, 1952 Kensington Ave. - lack of public participation and budget items

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the November 9th Special Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:30 PM.

FINANCIAL IMPACT:

tbd

RESULT:	DECISION DATE [UNANIMOUS]	Next: 11/9/2023 4:30 PM
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqueline Berger, Councilmember	
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala	



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 28126

RESOLUTION 2023-877

HEARING CLOSED

Town of Amherst 2024 Budget

Presentation of the Supervisor's tentative budget without Town Board modifications for the fiscal year beginning January 1, 2024. The 2024 Budget is available for viewing at the Williamsville, Clearfield, Audubon, and Eggertsville-Snyder Libraries, the Comptroller's and Town Clerk's Offices, and on the Town of Amherst Website at the following link:

https://www.amherst.ny.us/pdf/comptroller/2024_supervisors/2024_supervisors_operating_budget.pdf

10/30/2023

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was opened at 7:01 PM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:

Jane Cox, 4584 Harlem Rd. - CIP funding for Amherst Central Park

Shelly Schratz, 1952 Kensington Ave. - lack of public participation and budget items

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:30 PM.

FINANCIAL IMPACT:

tbd

RESULT: HEARING CLOSED



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 28068

RESOLUTION 2023-843

ADJOURNED

Local Law to Override the Tax Levy Limit Established in General Municipal Law §3-C

Public hearing with respect to overriding the tax levy limit for the 2024 Budget.

10/16/2023

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:38 PM.

Supervisor Kulpa presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:47 PM.

10/30/2023

A motion to set a special meeting on November 9, 2023 at 4:30 p.m. for the purposes of considering Resolution 2023-843 as well as any proposed budget amendment resolutions was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

A motion to adjourn to the November 9th Special Town Board meeting was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	ADJOURNED [UNANIMOUS]	Next: 11/9/2023 4:30 PM
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqueline Berger, Councilmember	
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala	

LOCAL LAW NO. ____-2023**TOWN OF AMHERST****COUNTY OF ERIE, STATE OF NEW YORK****A Local Law To Override The Tax Levy Limit Established In General Municipal Law §3-c**

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law To Override The Tax Levy Limit Established In General Municipal Law §3-c."

Section 2. Legislative Intent and Purpose

While a cap on the property tax levy may provide "political appeal in its simplicity," according to the New York Conference on Mayors' Mayoral Task Force on Mandate and Property Tax Relief, a cap without specific exclusions - such as costs associated with health care, pensions, extraordinary capital expenditures and reductions in state aid - and relief from state mandates results in destructive local budget deficits, decimated municipal work forces and a dangerous reduction in essential services provided by local governments.

In order to provide essential municipal services, and truly achieve property tax relief, the state must first reform the cost drivers that lead to high property taxes in New York, particularly the many mandates on local governments pertaining to collective bargaining and managing workforce costs.

In addition, several years of high inflation rates, coupled with Federal Reserve interest rate increases, has increased costs in government purchasing and borrowing, leading to higher operating expenses, while many areas of governmental revenue still lag. This affects the ability of government at all levels to balance their budget without eroding fund balance. Furthermore, it was proven during the COVID-19 pandemic that fund balance is essential to continuing operations during times of adversity.

It is the intent of this Local Law to allow the Town of Amherst the flexibility to adopt a budget for the fiscal year commencing 2024 that requires a property tax levy in excess of the "tax levy limit" defined by General Municipal Law §3-c if necessary to provide essential services. The law further provides the mechanism whereby if the state comptroller determines that the Town has exceeded the 2% tax levy cap, then the Town is in a position to allocate funds to pay the difference.

Section 3. Authority

This Local Law is adopted pursuant to Subdivision 5 of General Municipal Law §3-c, which expressly authorizes a local government's governing body to override the property tax cap for the 2024 fiscal year by the adoption of a Local Law approved by a vote of sixty percent (60%) of said governing body.

Section 4. Tax Levy Limit Override

The Town Board of the Town of Amherst is hereby authorized to adopt a budget for the fiscal year commencing in 2024 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Section 5. Amendment of Chapter 175

Therefore, Chapter 175 of the Code of the Town of Amherst is amended, specifically to add a new Article, Article XIII. Real Property Tax Levy 2024, to incorporate the authorization to adopt a budget for the fiscal year commencing in 2024 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Section 6. Severability

If a Court determines that any clause, sentence, paragraph, subdivision or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the Court's order or judgment shall not affect, impair or invalidate the remainder of this Local Law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 7. Effective Date.

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

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Supervisor
 Initiated by: **Brian J. Kulpa**
 Co-Sponsored by:

DOC ID: 28134

RESOLUTION 2023-878

ADOPTED

Extension - RFP #202207 - State & Federal Government Relations Services (Original CRS #3747/ Extension CRS #4372)

WHEREAS, Masiello Martucci & Associates wishes to extend the RFP #202207 State and Federal Government Relations Services agreement for an additional contract period through January 2, 2025; and

WHEREAS, Masiello Martucci & Associates agrees to the same prices, terms and conditions as the original agreement;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the first extension to Masiello Martucci & Associates; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Masiello Martucci & Associates.

10/30/2023

Consent

FINANCIAL IMPACT:

A1210-4110 \$60,000

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

**TOWN OF
AMHERST**
Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032



**DEPUTY
SUPERVISOR/COUNCILMEMBER**
Deborah Bruch Bucki, RN, PhD

COUNCILMEMBERS
Jacqualine Berger
Shawn Lavin
Michael Szukala

May 23, 2023

Masiello, Martucci & Associates
438 Main Street, Suite 500
Buffalo, NY 1202
Attn: Victor Martucci, Managing Partner

Re: RFP #202207 – State & Federal Government Relations Services

Dear Mr. Martucci:

The Town of Amherst wishes to extend this agreement for an additional contract period, through January 2, 2025, under the same prices, terms and conditions as the original agreement.

Extension is provided for per Page 6 of 18 in the RFP document. This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond within seven days upon receipt of this request.

After approval and execution by the Town of Amherst, a fully signed copy will be returned to you for your files.

☒ Yes, I agree to extend ☐ No, I do not wish to extend

Company Name: Masiello, Martucci & Associates

Representative (Please print): Victor A. Martucci Title: MANAGING Partner

Signature: [Signature] Date: 10-5-2023

**TOWN OF
AMHERST**
Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032



**DEPUTY
SUPERVISOR/COUNCILMEMBER**
Deborah Bruch Bucki, RN, PhD

COUNCILMEMBERS
Jacqualine Berger
Shawn Lavin
Michael Szukala

EXTENSION AGREEMENT

Masiello Martucci & Associates agrees to hold prices and extend the current contract with the Town of Amherst for RFP #202207 State & Federal Government Relations Services (Original CRS ID #3747).

This contract will be extended for a one-year period from January 3, 2024 through January 2, 2025.

SIGNED:

Vendor

Brian J. Kulpa, Supervisor
Town of Amherst

DATED 10-5-2023

DATED


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 28128

RESOLUTION 2023-879
ADOPTED

Omni Underwriting Managers, LLC Dba FutureComp (CRS #4375)

AGENDA ITEM : OCTOBER 30th, 2023

TO: Town Board

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

DATE: October 22, 2023

RE: Omni Underwriting Managers, LLC dba FutureComp (CRS #4375)

Kindly adopt a resolution authorizing the Supervisor to execute the above contract for TPA Claims Administration from January 1, 2024 through and including December 31, 2026.

Thank you.

MAP:nmb
 Attachment
 c: Timothy Koller, Deputy Town Clerk
 (w/attachment, **Agenda Item - October 30th, 2023**)

10/30/2023

Consent

FINANCIAL IMPACT:

P1915.4090 - \$56,000 Year For All Years (2024, 2025, 2026)

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

This **AGREEMENT** is entered into this ____ day of _____, 2023 by and between **OMNI UNDERWRITING MANAGERS LLC, dba FUTURECOMP**, A Maine Limited Liability Company, hereinafter referred to as “**FUTURECOMP**”, and the **TOWN OF AMHERST**, hereinafter referred to as “**CLIENT**”.

I. RECITALS

- A. **CLIENT** wishes to retain the services of **FUTURECOMP** to provide claims management services for its General Liability, Automobile Liability, Police Liability, Public Officials Liability and Dispatchers Liability risk and desires to have **FUTURECOMP** provide specific services in connection with such claims program.
- B. **FUTURECOMP** is willing to provide such services on the terms and conditions hereinafter stated.

II. TERM

This Agreement shall be effective for a period of 36 months January 1, 2024 through December 31, 2026 and shall remain in full force and effect except as amended or terminated as hereinafter provided.

III. CANCELLATION

Either Party shall have the right to terminate or renegotiate the Agreement after the initial one-year period by giving to the other Party written notice at the address shown in F below of such termination or renegotiation of the terms of the Agreement at least 90 days in advance. In the event timely notice of termination is given by either Party, the Agreement shall terminate upon expiration of the then current term. In the event timely notice of intent to renegotiate the terms of this Agreement is given by either Party and such renegotiated terms are not agreed to in writing by both Parties within such 90 day period, this Agreement shall thereupon terminate. **CLIENT'S** failure to pay **FUTURECOMP'** service fee as provided in Item IV, Section B of this Agreement shall be construed as a breach of the Agreement and, in the event, **FUTURECOMP** shall have the right to terminate the Agreement by giving the **CLIENT** 30 days written notice of its intention to terminate. Upon termination of this Agreement, neither Party shall have any further responsibility or obligation hereunder except as provided in Item IV, Section C of this Agreement.

IV. AGREEMENT

- A. **Services to be performed by FUTURECOMP:** **FUTURECOMP** agrees to perform the following services:
 - 1. With regard to CLAIMS ADMINISTRATION, **FUTURECOMP** shall:

- a. Review all claim and loss reports submitted by **CLIENT** to **FUTURECOMP** during the term of this Agreement and process each submitted claim or loss report in accordance with administrative notification requirements.
- b. Conduct an investigation of each reported claim or loss under subparagraph “a” above (hereinafter referred to as a “qualified claim or loss”) to the extent deemed necessary by **FUTURECOMP** in the performance of its obligations hereunder, or for those reasonable requests by **CLIENT**.
- c. Maintain a file for each qualified claim or loss which shall be available for review by the **CLIENT** at any reasonable time.
- d. Adjust, settle or resist all qualifying claims or losses arising therefrom within the stated discretionary settlement authority limit and, with specific prior approval of the **CLIENT**, adjust, settle or resist all other qualifying claims and losses resulting therefrom in excess of the discretionary settlement authority limit.

In administering the **CLIENT**'S claims program, **FUTURECOMP** has authority under its Contract to settle claims for amounts up to \$7,500.00 with approval from the Town Attorney. The Town Attorney has authority to settle any and all claims in amounts net exceeding \$25,000.00. Settlement of all claims exceeding \$25,000.00 shall require prior Town Board Approval. Settlement of all claims exceeding \$50,000.00 shall require prior judicial approval.

- e. Perform reasonable and necessary administrative and clerical work in connection with each qualified claim or loss, including the preparation of checks or vouchers, compromises, releases, agreements and any other documents to finalize a claim.
- f. Recommend claim reserves and provide a continuous review and updating of those to reflect changes.
- g. **FUTURECOMP** will make loss and expense payments from an escrow account or will assist the **CLIENT** in setting up a voucher system for loss and expense payments.
- h. Notify **CLIENT**, **CLIENT**'S representatives or excess insurers, as determined by **CLIENT**, of all qualified claims or losses with respect to which potential losses may exceed **CLIENT**'S retention and, if requested, provide such Parties with necessary information on the current status of those claims or losses.

- i. Perform all duties required to comply with the Medicare secondary payer mandatory reporting provisions.
 - j. Coordinate investigations on litigated claims with attorneys approved by the **CLIENT** and with adjusters and attorneys of the excess insurance carrier as required. This includes the negotiation of settlements and preparation of subrogation and contribution actions. It is expressly understood by the Parties to this Agreement that all legal costs and loss payments will be charged to the **CLIENT'S** Loss Fund.
 - k. **FUTURECOMP** will furnish to the **CLIENT** two (2) standard sets of loss and information reports showing detail and summary loss information on a monthly basis.
 - l. Additional optional and ad hoc information and analysis reports and services can be provided on a time and expense basis, as mutually agreed upon by **FUTURECOMP** and the **CLIENT**.
 - m. Provide narrative or analytical reports of major or litigated claims, if requested by the **CLIENT**.
 - n. Provide claim forms and other forms believed by **FUTURECOMP** to be appropriate for the efficient administration of the **CLIENT'S** program.
 - o. Investigate and pursue all subrogation possibilities on behalf of the **CLIENT** in all states permitting subrogation. Funds received from all subrogation collections shall be considered revenue of the **CLIENT**.
 - p. Provide all personnel necessary to effectively perform the services agreed to herein.
2. With regard to PROGRAM DEVELOPMENT, **FUTURECOMP** shall to the extent appropriate:
- a. Consult with key personnel of the **CLIENT** on the establishment and coordination of necessary procedures and practices to meet any applicable state requirements and the needs of the **CLIENT**.
 - b. Participate in the orientation of the **CLIENT'S** personnel who are directly involved in the processing of qualified claims or losses.
 - c. Review the development of the **CLIENT'S** program periodically with representatives of the **CLIENT** in order to identify problems and recommend corrective action.

3. With regard to LOSS PREVENTION, **FUTURECOMP** shall provide services and to assist the **CLIENT** in development of control programs, where needed, for coverage under this Agreement. Location audits to determine how effective a safety program is functioning can be made. **FUTURECOMP** will not assume the **CLIENT'S** duty or responsibility to its employees or to the public, nor does **FUTURECOMP** assume the authority to direct and control supervisory or management personnel.

B. Obligations of the CLIENT

1. **CLIENT** shall pay **FUTURECOMP** for services rendered herein the annual sum of:

- **Year One (1/1/2024 – 12/31/2024): \$56,000.00**
- **Year Two (1/1/2025 – 12/31/2025): \$56,000.00**
- **Year Three (1/1/2026 – 12/31/2026): \$56,000.00**

To be billed in advance monthly.

In addition, all NY State No Fault claims will be billed on a time and expense basis at a rate of \$70.00 per hour with a maximum per file charge of \$2,500.00. **CLIENT** agrees to pay **FUTURECOMP** a surcharge of \$400.00 per claim for each claim submitted in excess of 130 per year. At the end of the anniversary of this Agreement, annual compensation shall be subject to adjustment as mutually determined by the **CLIENT** and **FUTURECOMP**.

Catastrophic losses. Those losses defined as being multiple bodily injury claims arising out of one (1) accident (more than two claimants), fatalities, high exposure bodily injury claims in excess of \$25,000.00, or involving paraplegic or quadriplegic exposures. Example – collapse of a roof at one of your locations, one of your vehicles striking a loaded school bus causing multiple injuries and/or death, etc. which shall be investigated and adjusted on a time and expense basis at an hourly rate of \$70.00 plus expenses.

2. **Method of Payment**

FUTURECOMP shall, at the beginning of each month of the contract period, send to **CLIENT**, a bill, signed by **FUTURECOMP** in keeping with the Service Contract.

CLIENT shall inspect the bill for accuracy and ensure that the cost per claim – type and the hourly rate, if used, is the same as bid by **FUTURECOMP**.

Payment shall be made to **FUTURECOMP** promptly upon receipt of **FUTURECOMP'S** statement for services for that month.

3. **CLIENT** agrees to provide adequate funds from which **FUTURECOMP** will pay all losses and expenses during the course of the contract and **CLIENT** will replenish funds on a monthly basis upon receipt of a monthly voucher or other procedure presently in use by the **CLIENT**.
4. It is expressly understood that **FUTURECOMP** shall not be required to advance its own funds to pay losses, allocated loss expenses or banking charges hereunder, or to perform any services hereunder if **CLIENT** fails to provide adequate funds as herein set forth.

C. Terms of Agreement and Cancellation

In the event of cancellation of this Agreement, **FUTURECOMP** will continue to manage all pending claims and claims occurring but not reported prior to cancellation to a conclusion at a fee to be determined by mutual agreement with the **CLIENT**. This fee is to be based on anticipated claims administration costs. If the fee cannot be agreed upon, the files will be returned to the **CLIENT** in an orderly manner provided that approval is given by the excess carrier.

1. **FUTURECOMP** will treat as confidential all data furnished by the **CLIENT** or generated as a result of the processing services performed under this Agreement and any other information so designated in writing by the **CLIENT**, and **FUTURECOMP** will make the same effort to safeguard such information as it does in protecting its own confidential data.
2. **FUTURECOMP** agrees to establish and implement proper safeguards against unauthorized use and disclosure of the data exchanged for the purposes of complying with the Medicare Secondary Payer Mandatory Reporting Provisions in Section III of the Medicare, Medicaid and SCHIP Extension Act (MMSEA) of 2007. Proper safeguards shall include the adoption of policies and procedures to ensure that the data obtained shall be used solely in accordance with Section 1106 of the Social Security Act [42 U.S.C. § 1306], Section 1874(b) of the Social Security Act [42 U.S.C. § 1395kk(b)], Section 1862(b) of the Social Security Act [42 U.S.C. § 1395y(b)], and the Privacy Act of 1974, as amended [5 U.S.C. § 552a]. The Responsible Reporting Entity (**CLIENT**) and its duly authorized agent (**FUTURECOMP**) for this Section 111 reporting, if any, shall establish appropriate administrative, technical, procedural, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized access to the data provided by CMS. **FUTURECOMP** agrees that the only entities authorized to have access to the data are CMS, the RRE or its authorized agent for Mandatory Reporting. **FUTURECOMP** must ensure that agents reporting on behalf of multiple RREs will segregate data reported on behalf of each unique RRE to limit access to only the RRE and CMS and the agent. Further, **FUTURECOMP** must ensure that access by the agent is limited to instances where it is acting solely on behalf of the unique RRE on whose behalf the data was obtained. **FUTURECOMP** agrees that the authorized

representatives of CMS shall be granted access to premises where the Medicare data is being kept for the purpose of inspecting security arrangements confirming whether the RRE and its duly authorized agent, if any, is in compliance with the security requirements specified above; provided, that such representatives adhere to the reasonable physical and electronic security policies and procedures **FUTURECOMP** may implement from time to time. Access to the records matched and to any records created by the matching process shall be restricted to authorized CMS and RRE employees, agents and officials who require access to perform their official duties in accordance with the uses of the information as authorized under Section 111 of the MMSEA of 2007. Such personnel shall be advised of (1) the confidential nature of the information; (2) safeguards required to protect the information; and (3) the administrative, civil and criminal penalties for non-compliance contained in applicable Federal laws.

3. **FUTURECOMP** reserves the right to gather and utilize, as it sees fit, statistical information from the data base; provided, however, that **CLIENT'S** name and proprietary and/or confidential data are adequately protected and not disclosed.

D. Practice of Law

It is understood and agreed that **FUTURECOMP** will not perform, and **CLIENT** will not request performance of, any services which may constitute the unauthorized practice of law.

E. Indemnification

FUTURECOMP shall be fully responsible for exercising reasonable care at all times in the performance of its obligations hereunder. However, if **FUTURECOMP** is named as a party to any litigation because of its actions on behalf of the **CLIENT** hereunder, the **CLIENT** agrees to defend **FUTURECOMP** in any such litigation if no allegation is made that **FUTURECOMP** failed to exercise such reasonable care, and to hold harmless and indemnify **FUTURECOMP** if no finding is entered to the effect that **FUTURECOMP** failed to exercise such reasonable care.

F. Notices

Any notice required to be given under this Agreement shall be sent by certified mail to the following:

In the case of **FUTURECOMP**: FutureComp
726 Exchange Street, Suite 618
Buffalo, NY 14210

In the case of **CLIENT**: Supervisor, Town of Amherst
5583 Main Street
Williamsville, NY 14221

G. Successors

This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of any kind of the Parties hereto.

H. Termination

Should **CLIENT** not pay **FUTURECOMP** for services rendered within 30 days of receipt of statement for services rendered, **FUTURECOMP** shall have the right to consider that a breach of this contract and terminate same.

I. Entire Agreement and Modification or Amendment

This Agreement represents the entire and exclusive statement of the Agreement of the Parties and, except as otherwise provided may be modified or amended only by a written statement signed by both Parties. Such modification or amendment shall be attached to, and shall thereupon become a part of, this Agreement.

J. Headings

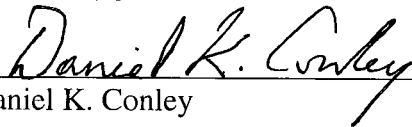
Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

K. Independent Contractor

It is understood and agreed that **FUTURECOMP** is engaged to perform services under this Agreement as an independent contractor and not as an agent of the **CLIENT**. The Parties hereto agree that neither Party has any relationship with, or contractual liability to, the other with respect to the subject matter of this Agreement, other than as set forth herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and date first above written.

**OMNI UNDERWRITING MANAGERS LLC
d/b/a FUTURECOMP**

By: 
Daniel K. Conley

Title: TPA Division Senior Vice President

Date: 10-24-2023

TOWN OF AMHERST

By: _____
Brian Kulpa

Title: Supervisor

Date: _____



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Nicole M. Burroughs**
 Co-Sponsored by:

DOC ID: 28130

RESOLUTION 2023-880

ADOPTED

License Agreement - 99 Emma Way (Werneck) (CRS #4374)

AGENDA ITEM : OCTOBER 30th, 2023

TO: Town Board

FROM: Nicole M. Burroughs, Senior Paralegal

DATE: October 25, 2023

RE: Request for License Agreement (CRS# 4374)
 Placement of Pool, Pool Patio Pavers and Fencing
 Property Located At:
 99 Emma Way, East Amherst, New York 14051

Kindly adopt a resolution authorizing the Supervisor to execute the attached License Agreement pending successful completion of the CRS.

The owners of the above-referenced property are seeking permission to place an inground pool with patio pavers and fencing that would encroach into an existing Town-owned easement, the details and stipulations of which are more fully described in the License Agreement.

This request was reviewed and approved by the Highway Department.

Thus, kindly adopt the following resolution:

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

Thank you.

NMB:hs

Attachment

c: Tim Koller, Deputy Town Clerk
 (w/attachment, **Agenda Item : October 30, 2023**)

10/30/2023

Consent

FINANCIAL IMPACT:

\$230.00 Paid by homeowner to Town of Amherst (\$150.00 - License Agreement; \$80.00 ECCO Filing Fee)

A5010.02724

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

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

TOWN OF AMHERST LICENSE AGREEMENT

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

Tanner Allen Wernicke and Skyler Ilene Wernecke
99 Emma Way
East Amherst, New York 14051
SBL: 42.16-6-9

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

WITNESSETH:

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

All of that tract or parcel of land situate in the Town of Amherst, County of Erie, State of New York, being part of Lot 100, Township 12 and Range 7 of the Holland Land Company's survey, according to a map filed in the Erie County Clerk's Office under Cover No. 3482 and is known as Subdivision Lot No. 9.

It is more commonly known as:

99 Emma Way
East Amherst, New York 14051
SBL: 42.16-6-9

WHEREAS, the Town became the holder of Public Drainage Easements as shown on the Subdivision Map filed in the Erie County Clerk's Office under Cover No. 3482. Said public drainage easements are shown on the survey attached hereto as Exhibit "A;"

TBA : 11.6.2023
Address : 99 Emma Way
Owner Name : Wernecke

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

To construct and install a pool with pool pavers at the east of the home and also to construct and install a vinyl fence:

as shown on a sketch labeled Exhibit "A" attached hereto and made a part hereof.

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

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

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

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

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

This Agreement shall commence on the ____ day of November, 2023 and shall automatically extend for one (1) year periods unless the same is cancelled as herein provided below.

TBA : 11.6.2023
Address : 99 Emma Way
Owner Name : Wernecke

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

TOWN OF AMHERST

Brian J. Kulpa
Supervisor

SOR



BENJAMIN N BORON

NOTARY PUBLIC-STATE OF NEW YORK
No. 01B06412168
Qualified in Erie County
My Commission Expires 12-21-2024

PROPERTY OWNERS

Tamara Werner

Tanner Allen Wernecke

PROPERTY OWNERS

Shah Waseem

Skyler Ilene Wernecke

STATE OF NEW YORK }
ERIE COUNTY }SS:

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

Notary Public

TBA : 11.6.2023
Address : 99 Emma Way
Owner Name : Wernecke

STATE OF NEW YORK }
 ERIE COUNTY }SS:

On the 24 day of October in the year 2023 before me, the undersigned, personally appeared, **Tanner Allen Wernecke**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

BENJAMIN N BORON
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01BO6412168
 Qualified in Erie County
 My Commission Expires 12-21-2024


 Notary Public

STATE OF NEW YORK }
 ERIE COUNTY }SS:

On the 24 day of October in the year 2023 before me, the undersigned, personally appeared, **Skyler Ilene Wernecke**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

BENJAMIN N BORON
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01BO6412168
 Qualified in Erie County
 My Commission Expires 12-21-2024


 Notary Public

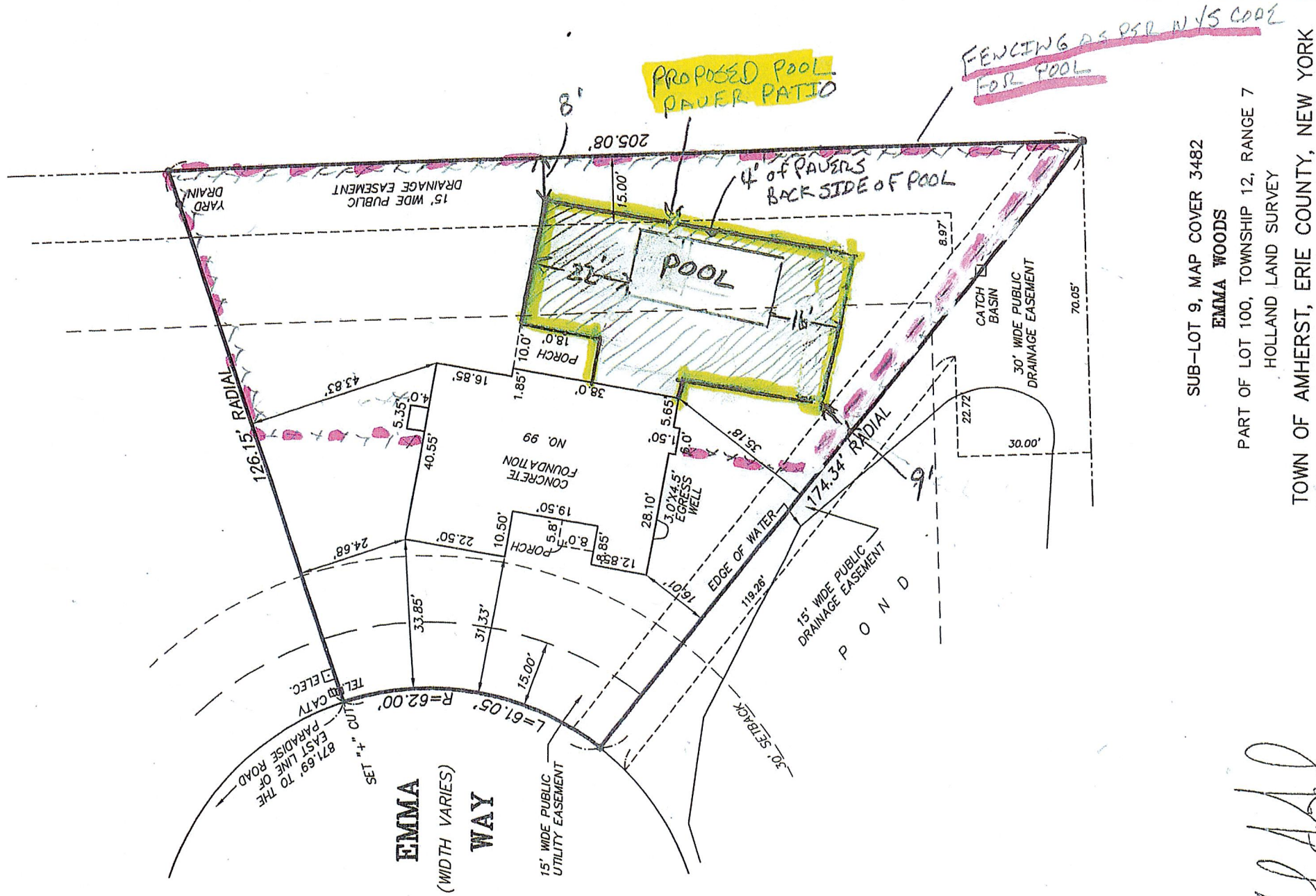
TBA : 11.6.2023
 Address : 99 Emma Way
 Owner Name : Wernecke

Attachment: LicenseAgreement.OwnerExecuted (RES-2023-880 : License Agreement - 99 Emma Way (Wernecke) (CRS #4374))

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209 PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

● SET OR EX. 5/8" REBAR



SUB-LOT 9, MAP COVER 3482
EMMA WOODS
PART OF LOT 100, TOWNSHIP 12, RANGE 7
HOLLAND LAND SURVEY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK



**GPI ENGINEERING, LANDSCAPE
ARCHITECTURE & SURVEYING, LLP**
ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
4950 GENESEE STREET, SUITE 100
BUFFALO, NEW YORK 14225
(716) 633-4844 FAX 633-4940

DATE	REVISION/TYPE
7/20/23	FOUNDATION LOCATION

Job No. 4522-9 Date: JUNE 6, 2023
Scale 1" = 30' Tax No.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Samuel A Alba**
 Co-Sponsored by:

DOC ID: 28139

RESOLUTION 2023-881

ADOPTED

Settlement of Article 7 Matter - J P H Properties C/O SCI Funeral Services #1721 V. Town of Amherst

AGENDA ITEM : October 30TH, 2023

TO: Town Board

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

DATE: October 25, 2023

RE: Settlement of Article 7 Matter
 J P H Properties c/o SCI Funeral Services #1721 v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms

Attachment

c: Tim Koller, Deputy Town Clerk
 (w/attachment, **Agenda Item : October 30TH, 2023**)
 Emily Murphy, Town Assessor

10/30/2023

Consent

FINANCIAL IMPACT:

Assessment

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

At a Special Condemnation and Tax Certiorari
Term of the Supreme Court of the
State of New York, held in and for the
County of Erie, Buffalo, New York
on the _____ day of _____, 2023

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

In the Matter of the Application of
J P H Properties c/o SCI Funeral Services #1721

Petitioner,

v.

BOARD OF ASSESSMENT REVIEW and/or
ASSESSOR OF THE TOWN OF AMHERST,
AND THE TOWN OF AMHERST, ERIE
COUNTY, NEW YORK,

Respondents.

Index Number
809165/2023

Presiding Judge:
Honorable Gerald J. Greenan III, J.S.C.

S/B/L: 57.09-1-1.1

AMENDED CONSENT ORDER AND JUDGMENT

Petitioner having heretofore served and filed the Notices of Petition and Petitions to review assessments made by the Town of Amherst for the 2023 assessment year upon certain property located in the Town of Amherst and designated as Tax Grid No. 57.09-1-1.1 on the tax maps and assessment rolls of the Town of Amherst; and

The issues of these proceedings having duly come before an IAS Term of this Court, and the Petitioner having appeared by James T. Ryan III, Esq. of Stavitsky & Associates, LLC and the Respondents having appeared by Samuel A. Alba, Esq. and the Intervenor-Respondent, and the Williamsville Central School District having appeared by Michael B. Risman, Esq. of Hodgson Russ, LLP, the parties having agreed to a settlement of these proceedings, it is

ORDERED, ADJUDGED and DETERMINED that the assessments on the property on the official tax map and assessment rolls of the Town of Amherst, Erie County for the assessment years are hereby reduced, corrected and fixed for the assessment rolls as follows:

SBL: 57.09-1-1.1

Assessment Roll	Assessment	Reduced Assessment	Amount of Reduction
2023	\$790,000	\$728,500	\$61,500

and it is further

ORDERED, ADJUDGED AND DECREED, that the terms of R.P.T.L. §727 shall apply to the judgment for 2023 in all respects whereby the 2024, 2025 and 2026 assessments shall be \$728,500; except should there be a revaluation and/or reassessment for the 2024, 2025 and/or 2026 years, any adjustment to the assessed value cannot exceed a value corresponding to the 2023 Fair Market Value of \$1,175,000; and it is further

ORDERED, ADJUDGED and DECREED, that the officer or officers having custody of the aforesaid assessment rolls and the tax rolls of the Town of Amherst shall make or cause to be made upon the proper books and records of said Town the entries, changes and corrections necessary to conform said assessments to such corrected and reduced valuations; and it is further

ORDERED, ADJUDGED and DETERMINED that all refunds otherwise owed Petitioner as relates to any reduction for the 2023 assessment are hereby waived; and it is further

ORDERED, ADJUDGED and DETERMINED that this Order and Judgment hereby constitutes and represents full settlement of the tax review proceedings herein, and that there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Order and Judgment, the above proceedings shall be, and the same hereby are, settled and discontinued with prejudice.

ENTER

Signing and Entry of the within Order
is hereby Consented to:

HON. GERALD J. GREENAN, J.S.C.

STAVITSKY & ASSOCIATES, LLC
Attorneys for Petitioner

TOWN OF AMHERST
Attorneys for Respondent

By: _____
JAMES T. RYAN III, ESQ.
350 Passaic Ave
Fairfield, NJ 07004

By: _____
SAMUEL A. ALBA, ESQ.
5583 Main Street
Williamsville, NY 14221

Dated: _____

Dated: _____

HODSON RUSS, LLP
Attorneys for Intervenor-Respondent,
Williamsville Central School District

By: _____
MICHAEL B. RISMAN, ESQ.
140 Pearl Street, Suite 100
Buffalo, New York 14202-4040

Dated: _____



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Town Attorney
 Initiated by: **Samuel A Alba**
 Co-Sponsored by:

DOC ID: 28141

RESOLUTION 2023-882

ADOPTED

Settlement of Article 7 Matter - Raasch Family Trust C/O Dollar General V. Town of Amherst

AGENDA ITEM : October 30TH, 2023

TO: Town Board

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

DATE: October 25, 2023

RE: Settlement of Article 7 Matter
 Raasch Family Trust c/o Dollar General v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms

Attachment

c: Tim Koller, Deputy Town Clerk
 (w/attachment, **Agenda Item : October 30TH, 2023**)
 Emily Murphy, Town Assessor

10/30/2023

Consent

FINANCIAL IMPACT:

Assessment

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

At a Special Condemnation and Tax Certiorari
Term of the Supreme Court of the
State of New York, held in and for the
County of Erie, Buffalo, New York
on the _____ day of _____, 2023

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

In the Matter of the Application of
Raasch Family Trust c/o Dollar General

Petitioner,

v.

BOARD OF ASSESSMENT REVIEW and/or
ASSESSOR OF THE TOWN OF AMHERST,
AND THE TOWN OF AMHERST, ERIE
COUNTY, NEW YORK,

Respondents.

Index Number
809168/2023

Presiding Judge:
Honorable Gerald J. Greenan III, J.S.C.

S/B/L: 80.16-2-5

AMENDED CONSENT ORDER AND JUDGMENT

Petitioner having heretofore served and filed the Notices of Petition and Petitions to review assessments made by the Town of Amherst for the 2023 assessment year upon certain property located in the Town of Amherst and designated as Tax Grid No. 80.16-2-5 on the tax maps and assessment rolls of the Town of Amherst; and

The issues of these proceedings having duly come before an IAS Term of this Court, and the Petitioner having appeared by James T. Ryan III, Esq. of Stavitsky & Associates, LLC and the Respondents having appeared by Samuel A. Alba, Esq. and the Intervenor-Respondent, Williamsville Central School District having appeared by Michael B. Rismann, Esq. of Hodgson Russ, LLP, the parties having agreed to a settlement of these proceedings, it is

ORDERED, ADJUDGED and DETERMINED that the assessments on the property on the official tax map and assessment rolls of the Town of Amherst, Erie County for the assessment years are hereby reduced, corrected and fixed for the assessment rolls as follows:

SBL: 80.16-2-5

Assessment Roll	Assessment	Reduced Assessment	Amount of Reduction
2023	\$1,640,000	\$1,351,600	\$288,400

and it is further

ORDERED, ADJUDGED AND DECREED, that the terms of R.P.T.L. §727 shall apply to the judgment for 2023 in all respects whereby the 2024, 2025 and 2026 assessments shall be \$1,351,600; except should there be a revaluation and/or reassessment for the 2024, 2025 and/or 2026 years, any adjustment to the assessed value cannot exceed a value corresponding to the 2023 Fair Market Value of \$2,180,000 and it is further

ORDERED, ADJUDGED and DECREED, that the officer or officers having custody of the aforesaid assessment rolls and the tax rolls of the Town of Amherst shall make or cause to be made upon the proper books and records of said Town the entries, changes and corrections necessary to conform said assessments to such corrected and reduced valuations; and it is further

ORDERED, ADJUDGED and DETERMINED that all refunds otherwise owed Petitioner as relates to any reduction for the 2023 assessment are hereby waive; and it is further

ORDERED, ADJUDGED and DETERMINED that this Order and Judgment hereby constitutes and represents full settlement of the tax review proceedings herein, and that there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Order and Judgment, the above proceedings shall be, and the same hereby are, settled and discontinued with prejudice.

ENTER

Signing and Entry of the within Order
is hereby Consented to:

HON. GERALD J. GREENAN, J.S.C.

STAVITSKY & ASSOCIATES, LLC
Attorneys for Petitioner

TOWN OF AMHERST
Attorneys for Respondent

By: _____
JAMES T. RYAN III, ESQ.
350 Passaic Ave
Fairfield, NJ 07004

By: _____
SAMUEL A. ALBA, ESQ.
5583 Main Street
Williamsville, NY 14221

HODSON RUSS, LLP
Attorneys for Intervenor-Respondent,
Williamsville Central School District

By: _____
MICHAEL B. RISMAN, ESQ.
140 Pearl Street, Suite 100
Buffalo, New York 14202-4040


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Building/Building Maintenance
 Initiated by: **Daniel Rizzo**
 Co-Sponsored by:

DOC ID: 28140

RESOLUTION 2023-883
ADOPTED

Purchase Carpet Under PGB 23200 - Allasen Carpet CRS #4353

Subject to successful completion of contract routing, please authorize the Supervisor to sign for carpet purchase and installation at the Senior Center and Buffalo Niagara Heritage Village between Town of Amherst and Allasen Carpet, 394 Franklin St, Buffalo, NY 14202.

10/30/2023

Consent

FINANCIAL IMPACT:

KP2332-4972 A1620 -- 4220 \$141,500.00, \$11,485.00 Total \$152,985.00

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

ALLASEN CARPET CO., INC.
 394 FRANKLIN STREET
 BUFFALO, NY 14202
 Telephone: 716-854-3127 Fax: 716-854-4585

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ES300741

QUOTE

Sold To	Ship To
TOWN OF AMHERST MUNICIPAL BLDG. FACILITY 5583 MAIN STREET WILLIAMSVILLE, NY 14221	AMHERST SENIOR CITIZEN 370 JOHN JAMES AUDUBON PKWY WILLIAMSVILLE, NY 14228

Quote Date	MAIN	PO Number	Quote Number
06/05/23			ES300741

Inventory	Style/Item	Color/Description	Quantity Units	Price	Extensior
	MATERIALS & LABOR		1.00 EA	141,500.00	141,500.00

RE: MAIN CORRIDORS, 4 OFFICES AND BILLARD ROOM

1300 SY PATINA I0511 COLOR WATERMARK 00450	42.95 SY	55,835.00
13 PAILS LOKWORKX ADHESIVE	111.00 EACH	1,440.00
LABOR TO INSTALL CARPET TILE	11.00 SY	14,300.00
REMOVE EXISTING CARPET	3.50 SY	4,550.00
DISPOSAL OF CARPET	.75 SY	975.00
1520 FT 4.5" BASE SUPPLIED AND INSTALLED	2.50 FT	3,800.00
FREIGHT CHARGES	2.00 SY	2,600.00

RE: BACK OFFICES

746 SY CHARCOAL I0574 COLOR SLATE 00430	28.00 SY	20,888.00
7 PAILS LOKWORKX ADHESIVE	111.00 EACH	777.00
LABOR TO INSTALL CARPET TILE	13.00 SY	9,698.00
REMOVE EXISTING CARPET	7.00 SY	5,222.00
DISPOSE OF EXISTING CARPET	3.45 SY	2,573.00
1920 FT 4.5" BASE SUPPLIED AND INSTALLED	3.50 FT	6,720.00
LIFT AND PLACE CUBICAL	13.58 SY	10,130.00
FREIGHT CHARGES	2.00 SY	1,492.00
167 SF SKIM COAT FLOOR	3.00 SF	500.00

NYS STATE CONTRACT NUMBER #PC69411

— 10/16/23 —

8:38AM —

Sales Representative(s):
 ROBERT HAGER

Material: 0.00

Service: 141,500.00

Misc. Charges: 0.00

Sales Tax: 0.00

Misc. Tax: 0.00

QUOTE TOTAL: \$141,500.00

Attachment: Allasen Carpet Contract (RES-2023-883 : Purchase Carpet Under PGB 23200 - Allasen Carpet CRS #4353)

ALLASEN CARPET CO., INC.
 394 FRANKLIN STREET
 BUFFALO, NY 14202
 Telephone: 716-854-3127 Fax: 716-854-4585

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ES300741

QUOTE

Sold To		Ship To	
TOWN OF AMHERST MUNICIPAL BLDG. FACILITY 5583 MAIN STREET WILLIAMSVILLE, NY 14221		AMHERST SENIOR CITZEN 370 JOHN JAMES AUDUBON PKWY WILLIAMSVILLE, NY 14228	
Quote Date	MAIN	PO Number	Quote Number
06/05/23			ES300741
Inventory	Style/Item	Color/Description	Quantity Units Price Extensior

ALLASEN CARPET CO., INC. agrees to furnish the materials specified above for a total sum of _____. A deposit of _____ is hereby acknowledged, and the balance, _____ is to be paid upon completion. The undersigned further agree(s): 1. payments made after the due date are subject to a finance charge of 1.5% per month; and (2) if the delinquent account is referred to our attorneys for collection, you are responsible for cost and disbursements of the litigation plus legal fees in the amount of one-third of the amount owed.

Witness:

Purchaser:

- 10/16/23 -

8:38AM -

Sales Representative(s):

ROBERT HAGER

Material: 0.00

Service: 141,500.00

Misc. Charges: 0.00

Sales Tax: 0.00

Misc. Tax: 0.00

QUOTE TOTAL: \$141,500.00

Attachment: Allasen Carpet Contract (RES-2023-883 : Purchase Carpet Under PGB 23200 - Allasen Carpet CRS #4353)

ALLASEN CARPET CO., INC.
 394 FRANKLIN STREET
 BUFFALO, NY 14202
 Telephone: 716-854-3127 Fax: 716-854-4585

Page 1

ES300788

QUOTE

Sold To	Ship To
TOWN OF AMHERST 350 JOHN JAMES AUDUBON PARKWAY AMHERST, NY 14228	BUFFALO NIAGARA HERTAGE VILLAGE 3755 TONAWANDA CREEK AMHERST, NY 14228

Quote Date	MAIN	PO Number	Quote Number
08/07/23			ES300788

Inventory	Style/Item	Color/Description	Quantity Units	Price	Extension
MATERIALS & LABOR			1.00 EA	11,485.00	11,485.00

RE: RECORD ROOM AND LIBRARY

213 SY INTENT 5T208 COLOR SKYLIGHT 08530	19.89 SY	4,236.57
LABOR TO INSTALL CARPET TILES	13.00 SY	2,769.00
CARPET DEMOLATION DOUBLE STICK	12.50 SY	2,662.50
CARPET DISPOSAL	3.47 SY	739.11
240 FT 4" BASE INSTALLED	3.60 FT	864.00
(2) 4 GAL CARPET TILE ADHESIVE	106.91 EACH	213.82

STATE CONTRACT NUMBER #PC69411

— 08/07/23 —

4:06PM —

Sales Representative(s):

ROBERT HAGER

Material: 0.00

Service: 11,485.00

Misc. Charges: 0.00

Sales Tax: 0.00

Misc. Tax: 0.00

QUOTE TOTAL: \$11,485.00



Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	Group 20600- Floor Coverings and Related Services (Statewide Piggyback) Classification Code(s): 30, 52, 72
Award Number	:	<u>PGB 23200</u> (Replaces Award 23063)
Contract Period	:	February 11, 2022 - <u>October 11, 2024</u>
Bid Opening Date	:	N/A
Date of Issue	:	February 11, 2022 (Updated September 26, 2023)
Specification Reference	:	As Incorporated In The Piggyback Agreements
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Stacey Savage Title : Contract Management Specialist Phone : 518-473-6949 E-mail : ogs.sm.PS_Floorcovering@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

This award is a piggyback from Sourcewell Master Contract #080819, Flooring Materials, with Related Supplies and Services.

This award includes installation services and several types of floor covering products including broadloom carpet, carpet tile, and vinyl tile.

This Award has 15% MBE, 15% WBE and 6% SDVOB goal requirements.

PR # 23200

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>CONTACT & TELEPHONE #</u>	<u>FED. IDENT.#</u>	<u>NYS VENDOR#</u>
PC69407	Bentley Mills, Inc. 14641 East Don Julian Road City of Industry, CA 91746	Carolyn Drummond (626) 934-2461 (800) 423-4709	680123642	1100082192
PC69408	Interface Americas, Inc. 1503 Orchard Hill Road LaGrange, GA 30240	Sharon Johnson (706) 812-6356 (800) 634-6032	582132517	1000009548
PC69409	Mannington Mills, Inc. 1844 US Highway 41 SE Calhoun, GA 30701	Jody Steger (703) 489-5698 (800) 241-2262	210506420	1000052775
PC69410	Mohawk Carpet Distribution, Inc. 160 S. Industrial Blvd. Calhoun, GA 30701	Sergio Blanco (706) 624-2076	582173403	1000009550
PC69411	Shaw Industries, Inc 616 East Walnut Avenue Dalton, GA 30721-4409	Darrien Munroe (770) 387-7281	352162582	1100003872
PC69412	Tarkett USA, Inc. 30000 Aurora Road Solon, OH 44139	Cathy Hake (706) 259-2635	631185575	1100222634

Cash Discount, If Shown, Should be Given Special Attention.

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

(continued)

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

(continued)

**State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by mail to:

PROCUREMENT SERVICES
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

Contractor	Shaw Industries, Inc.
NYIS Contract #	PC58411
Market Contract #	000019-SI
DNR	July 9, 2023

Attachment: Allasen Carpet Contract (RES-2023-883 : Purchase Carpet Under PGB 23200 - Allasen Carpet CRS #4353)

Contract Number	Item Contractor	Reseller	Address	Contact Name	Title	Phone Number	Contact Email Address	Hours of Availability	Reseller's Authorized Rep.	Reseller's Application to this Contract (if any)	Reseller ID No.	NYIS Vendor ID No.	SBE	MBE	SWDB
PC58411	Shaw Industries, Inc.	Contract Administrator	616 East Walnut Avenue, Union, CA 95714-0409	Danah Humes	80 Account Manager	(707) 327-2331	danah.humes@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	32132522	1100020372			
PC58411	Shaw Industries, Inc.	Reseller	P.O. Box 1218, Midway, CA 94561	Nathan Chan	80 Account Manager	(707) 327-2331	nathan.chan@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	32132522	1100020372			
PC58411	Shaw Industries, Inc.	Contract Administrator	9-11 Lake Street, Chicago, IL 60607	Thomas Clark	VP Strategic Accounts	(807) 724-9131	tom.clark@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	16113295	1100020355			
PC58411	Shaw Industries, Inc.	Accounting	599 Phillips Road Bldg A, Webster, NY 14580	Wendy Crawford	Shift	(585) 944-8535	wendy.crawford@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	92344982	1100020382			
PC58411	Shaw Industries, Inc.	Accounting	394 Market Street, Buffalo, NY 14202	Robert Taylor		(716) 854-227	robert.taylor@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	16165040	1100020376			
PC58411	Shaw Industries, Inc.	Accounting	222 Elmwood Ave, Warren, NY 14177	Nathan Adams		(716) 854-9001	nathan.adams@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	16165038	1100020348			
PC58411	Shaw Industries, Inc.	Accounting	155 West 27th St, 8th Fl, New York, NY 10001	Michael Newman		(212) 552-0200	newman@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	16165041	1100020482			
PC58411	Shaw Industries, Inc.	Accounting	6 & 8 Four Corners	Shaw Chan		(718) 582-4000	shawchan@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	161650715	1100209448			
PC58411	Shaw Industries, Inc.	Accounting	1344 Lombardy Avenue, Rochester, NY 14627	Paula Weaver		(585) 271-5810	weaver@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	160979651	1100020375			
PC58411	Shaw Industries, Inc.	Accounting	2754 Edison Avenue, West Babylon, NY 11794	Alison J. X.		(631) 326-0125	alison@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	112070935	1100020371			
PC58411	Shaw Industries, Inc.	Accounting	4560 Lake Rd South, Brockport, NY 14420	Chris Hays		(585) 927-3551	hays@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	161650110	1100020735			
PC58411	Shaw Industries, Inc.	Accounting	181 West 7th Street, New York, NY 10013	Christina Todd		(917) 582-2697	christina.todd@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	476349385	1100202322		X	
PC58411	Shaw Industries, Inc.	Accounting	5 Smith St, New York, NY 10003	Jim Chisholm		(914) 982-4188	jim@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	171953500	1100048194			
PC58411	Shaw Industries, Inc.	Accounting	167 39 North Street, Liverpool, NY 13088	Paula Todd		(315) 424-1488	paula@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	160974172	1100019495			
PC58411	Shaw Industries, Inc.	Accounting	64 Stanley Avenue, Farmingdale, NY 11737	Jim Keadle		(212) 243-4502	jk@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	22073585	110019679			
PC58411	Shaw Industries, Inc.	Accounting	181 West 7th Street, New York, NY 10013	Christina Todd		(917) 582-2697	christina.todd@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	131972419	1100202322			
PC58411	Shaw Industries, Inc.	Accounting	139 West 18th Street, New York, NY 10011	Danah Humes Jr	President	(212) 552-0200	danh@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	133397124	1100048194			
PC58411	Shaw Industries, Inc.	Accounting	100 East 14th Street, New York, NY 10003	Shaw Newman		(212) 224-4000	shawnewman@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	20723564	1100048194			
PC58411	Shaw Industries, Inc.	Accounting	7207 E. Lake Rd, Niagara Falls, NY 14119	John Dwyer		(585) 913-9088	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	46830648	110001381			
PC58411	Shaw Industries, Inc.	Accounting	2077 Niagara Ave, Niagara Falls, NY 14119	Gregory P. Babin		(585) 924-6845	gregory.babin@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	11230471	110002417			
PC58411	Shaw Industries, Inc.	Accounting	778 East 8th St, Buffalo, NY 11226	Gregory P. Babin		(716) 353-0345	gregory.babin@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	11197284	110002417			
PC58411	Shaw Industries, Inc.	Accounting	481 Westmoreland Ave, Westmoreland, NY 15404	David J. Papp	Owner	(716) 353-7200	david.papp@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	13240039	1100165472	X		
PC58411	Shaw Industries, Inc.	Accounting	421 Westmoreland Ave, Westmoreland, NY 15404	Yvonne Shaw		(716) 353-4200	yvonne@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	14183289	110002389			
PC58411	Shaw Industries, Inc.	Accounting	37 Shuman St, Tonawanda, NY 14243	Dan Fungtong		(800) 321-4001	danf@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	16132285	110012476		X	
PC58411	Shaw Industries, Inc.	Accounting	303 West Avenue, New York, NY 10018	Chris Eustace		(917) 325-0094	chris@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	20557196	110001381			
PC58411	Shaw Industries, Inc.	Accounting	525 Albany Road, Tonawanda, NY 14243	Nancy Neidhart-Pelley		(516) 325-0030	nancy@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	82517951	110008735		X	
PC58411	Shaw Industries, Inc.	Accounting	525 Albany Road, Tonawanda, NY 14243	Dave Dwyer		(716) 342-3131	dave@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	16159789	110013045			
PC58411	Shaw Industries, Inc.	Accounting	525 Albany Road, Tonawanda, NY 14243	Nancy Neidhart-Pelley		(516) 325-0030	nancy@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	46830648	110001381			
PC58411	Shaw Industries, Inc.	Accounting	2091 Raven Dr, Westfield, NY 12188	Maria Taylor		(516) 342-3131	maria@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	20181072	110008735		X	
PC58411	Shaw Industries, Inc.	Accounting	65 Oakley Road, Westfield, NY 12084	Laura Bognack		(516) 342-3131	laura@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	14183289	110012476			
PC58411	Shaw Industries, Inc.	Accounting	2203 West Ave, Westfield, NY 12084	Maria Taylor	President	(516) 342-3131	maria@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	14183289	110012476			
PC58411	Shaw Industries, Inc.	Accounting	970 East 4th Street, Buffalo, NY 14204	Jeffrey McArthur		(716) 342-3131	jeff@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	800819450	110021448			
PC58411	Shaw Industries, Inc.	Accounting	811 Broad Street, Buffalo, NY 14204	Shaw Chan		(716) 342-3131	shawchan@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	46830648	110001381			
PC58411	Shaw Industries, Inc.	Accounting	321 Albany Road, Buffalo, NY 14204	Ally Pearson	President and Owner	(585) 821-2838	ally@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	16433064	110002417		X	
PC58411	Shaw Industries, Inc.	Accounting	2041 Buffalo Ave, Buffalo, NY 14203	Melanie Tisdale		(716) 342-3131	melanie@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	28343200	110021721			
PC58411	Shaw Industries, Inc.	Accounting	4641 Commercial Drive, Westfield, NY 14143	Joseph Nigro		(516) 342-3131	joseph@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	181109125	110000732			
PC58411	Shaw Industries, Inc.	Accounting	3882 S. Park Avenue, Buffalo, NY 14219	Food Channel		(716) 342-3131	foodchannel@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	01003853	110013282			
PC58411	Shaw Industries, Inc.	Accounting	321 West 5th Street, Buffalo, NY 14203	Danah Humes		(716) 342-3131	danh@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	16152515	110008444			
PC58411	Shaw Industries, Inc.	Accounting	291 Broad St, Buffalo, NY 14203	Danah Humes		(716) 342-3131	danh@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	18157515	110008444			
PC58411	Shaw Industries, Inc.	Accounting	720 Broad St, Buffalo, NY 14203	Danah Humes		(716) 342-3131	danh@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	20388121	110001378			
PC58411	Shaw Industries, Inc.	Accounting	4721 Franklin Street, Buffalo, NY 14203	Danah Humes		(716) 342-3131	danh@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	11371465	110004479		X	
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	13989820	110000809			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	20387172	110002417			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	110002417	110002417			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	110002417	110002417			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	110002417	110002417			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	110002417	110002417			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	110002417	110002417			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	110002417	110002417			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	110002417	110002417			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	110002417	110002417			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	110002417	110002417			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	110002417	110002417			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	110002417	110002417			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	110002417	110002417			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	110002417	110002417			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	110002417	110002417			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	110002417	110002417			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	110002417	110002417			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer		(716) 342-3131	john.dwyer@shawind.com	8:00am - 5:00pm	Shaw Industries, Inc.	None	110002417	110002417			
PC58411	Shaw Industries, Inc.	Accounting	1644 4th St, Buffalo, NY 14203	John Dwyer</											

Attachment: Allasen Carpet Contract (RES-2023-883 : Purchase Carpet Under PGB 23200 - Allasen Carpet CRS #4353)

Contract Number	Main Contractor	Resident	Address	Contact Name	Title	Phone Number	Contact Email Address	Hours of Availability	Resident is Authorized to Receive (if any)	Registration Applies to Site Resident (if any)	Federal ID No.	NY9 Vendor ID No.	SBE	WBE	SD/DBE
PC00411	Shaw Industries, Inc.	Midwest Carpet Sales, Inc.	910 Burnet Ave., Sparks, NY 12503	Paula B. Pisci		(315) 727-4450	mp@rockton.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	01065118	110014654			
PC00411	Shaw Industries, Inc.	Raymond Carpet Inc. USA, Inc.	607 Main St., New Rochelle, NY 10801	Chris Gargano	Sales	(914) 564-6000	dgargano@raymond.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	12591405	110001325			
PC00411	Shaw Industries, Inc.	Payson Commercial	866 Commercial Way, Green CT, NY 11520	Jodi Lloyd		(516) 484-2222	lloydj@payson.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	26594532	110001028		X	
PC00411	Shaw Industries, Inc.	Payson Services, Inc.	400 Livingston Rd., Westbury, NY 11590	Joe Wilcox		(516) 338-2227	joew@payson-services.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	81414324	110013180			
PC00411	Shaw Industries, Inc.	Pro Carpet, Inc.	5566 W. Ridge Road, Stonybrook, NY 11469	Wesley D'Amico		(813) 345-0555	wdamico@procarpet.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	18164640	100000879			
PC00411	Shaw Industries, Inc.	Pro Carpet, LLC	221 Waverlyton Street, Mount Vernon, NY 10553	Paul Huhner		(914) 693-3327	phuhner@procarpet.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	115348655	100000185			
PC00411	Shaw Industries, Inc.	Pro Carpet	142 Cedar Road, P.O. Westbury, NY 11590	Paul Huhner		(845) 364-3300	procarpet@procarpet.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	141781467	100001086			
PC00411	Shaw Industries, Inc.	Pro Carpet & Linoleum, Inc.	112 W. Main Street, Franklin, NY 14830	Paul Swearer		(716) 614-6122	swearer@procarpet.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	18183538	100001086		X	
PC00411	Shaw Industries, Inc.	Robert Carpinas Inc. aka Robert Carpinas, Inc.	31 Fairview Ave., Albany, NY 12205	Ryan Steiner		(518) 263-4100	steiner@rci.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	14164381	100005533			
PC00411	Shaw Industries, Inc.	RD Wala & Co., Inc.	200 Chambers Road, Suite 142, Elmwood, NY 10523	Russell Steiner		(914) 337-3337	rdwala@rdwala.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	13355581	100001213		X	
PC00411	Shaw Industries, Inc.	RFC Commercial Inc.	200 N. Liberty Avenue, Bldg. 3, Babel Station NY 01863	Michael Puzio	President	(701) 736-0008	mpuzio@rfccommercial.com	9:00am - 5:00pm	Tax Order AND Receive Payment?	None	22543497	110001275			
PC00411	Shaw Industries, Inc.	RFC Pro Commercial, Inc.	4728 South State Street, Syracuse, NY 12055	Chris Pico		(315) 301-2530	cpico@rfcprocommercial.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	20172005	100001794			X
PC00411	Shaw Industries, Inc.	Rog. Exp. Commercial & Residential	3465 George F. Hwy., Corvallis, NY 13180	OLivia		(607) 744-7188	olivia@roge.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	01511320	1000000131			
PC00411	Shaw Industries, Inc.	Rock Carpet Sales, Inc.	35 Commerce Drive, Corvallis, NY 13042	Michelle Anderson		(607) 739-7187	mp@rockcarpet.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	28014587	110001218			
PC00411	Shaw Industries, Inc.	Schenectady Floor Covering, Inc.	1917 Stewart Rd. E., Albany, NY 12208	Larry Leaven		(518) 375-5564	larry@schfco.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	14144317	110000820			
PC00411	Shaw Industries, Inc.	Shaw Carpet & Permacore Inc.	325 West 28th Street, New York, NY 10001	Oranga Shaw		(212) 738-1500	oranga@shawcarpet.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	15491455	110001189			
PC00411	Shaw Industries, Inc.	Strong Carpet	3300 Broadway Street, Bronx, NY 10465	Jessie Shaw		(718) 824-9800	awesha@strongcarpet.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	01048832	100001084			
PC00411	Shaw Industries, Inc.	Strong Floor Design, LTD	82 Hudson Avenue, Corvallis, NY 11755	WBA Agency		(813) 903-5000	maria@strongfloor.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	14311551	100000088			
PC00411	Shaw Industries, Inc.	Stokes of NYC, Inc.	7050 West 14th, Chelsea Park, NY 11137	Paul Gray		(718) 356-0405	stokesofnyc@gmail.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	46588487	110011115			
PC00411	Shaw Industries, Inc.	Stokes Carpet & Tile, Corp	893 Westchester Road, Pleasant Plains, NY 11815	Michael Giamet		(518) 373-4100	stokesofnyc@gmail.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	113027748	100006536			
PC00411	Shaw Industries, Inc.	TC Flooring	48 W. Main St., P.O. Box 12088	Carl Giamet		(718) 378-4100	stokesofnyc@gmail.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	860775248	110001688			
PC00411	Shaw Industries, Inc.	TC Flooring	8 Houghton Road, Westbury, NY 12379	Don Bagnery		(845) 324-8888	tdbagnery@tcfloor.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	100002817	100000087			
PC00411	Shaw Industries, Inc.	The Effect Group, Inc.	241 East Ward St., Syracuse, NY 12302	Eric Parris		(315) 824-8506	eric@effectgroup.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	72187953	1000032513			
PC00411	Shaw Industries, Inc.	The Practice Group, Inc.	412 Franklin Street, Buffalo, NY 14202	John Parris		(716) 854-4452	j@practicaii.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	446007323	110011123			
PC00411	Shaw Industries, Inc.	Thy Shown - Williams Company	2405 Shaw Street, L1, Watson, NY 12552	Erin Rios		(518) 325-5238	erios@thyshown.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	34053650	1000001358			
PC00411	Shaw Industries, Inc.	The Wilcox Home Group, LLC	200 Hayes Road, Albany, NY 12242	Charles Shary		(518) 436-0170	charles@wilcox.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	20481133	1100011829			
PC00411	Shaw Industries, Inc.	Tono Home Floor Finishing	317 Cedar Road, Westbury, NY 11591	Tina Rogers		(716) 341-0422	tin@tonohome.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	181801113	1100011829			
PC00411	Shaw Industries, Inc.	TYL Flooring, Inc.	1230 Rensselaer Industrial Park, Schenectady, NY 12305	Therese Lyle		(518) 394-9116	tyl@tyl.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	181828978	1000019910			
PC00411	Shaw Industries, Inc.	TYL W. Building Center aka dco	PO BOX 2720 Schenectady, Schenectady, NY 12305	Dorey LaPine		(315) 794-5555	dorey@tylbuilding.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	180909335	1000019910			
PC00411	Shaw Industries, Inc.	U.S. Carpet Sales, Inc.	238 Western Highway, Tonawanda, NY 14269	Dan Luberman		(845) 356-1506	luberman@uscarpet.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	123617328	1100114535			
PC00411	Shaw Industries, Inc.	W.E. Enterprises, Inc. aka	1400 Broadway, Albany, NY 12204	Michael Dargatzis		(518) 854-5500	michael@weent.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	100004452	100002223			
PC00411	Shaw Industries, Inc.	W.E. Enterprises, Inc. aka	161 East Main Street, Oswego, NY 14026	Tim Tyle		(660) 324-1320	wtyle@weent.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	18185233	1000015451		X	
PC00411	Shaw Industries, Inc.	Wider Home LLC	400 Bedford Road, Genesee, NY 14051	Donnae Gray	Owner	(518) 854-1446	widerhome@wider.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	814858229	1100020734			
PC00411	Shaw Industries, Inc.	WNY Tile and Stone Group	1330 Chauncey St., North Tonawanda, NY 14120	Nicholas Adams	Sales	(716) 338-4342	nad@wnytile.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	825288914	1100209540			
PC00411	Shaw Industries, Inc.	Young Tyle Floor Covering, Inc.	1393 State Avenue, Lake Placid, NY 12946	Nicholas Adams		(518) 523-5565	nad@youngtyle.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	1100015259		X		
PC00411	Shaw Industries, Inc.	Zona construction aka ZTC Carpet	154 Lexington Ave. 11th, New York, NY 10017	Mig Zano		(212) 571-7219	mz@ztcny.com	8:00am - 5:00pm	Tax Order AND Receive Payment?	None	20595828	1100207328			

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.

Revised 12.30.19 SJS

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

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

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

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

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

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

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

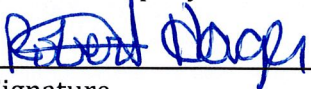
regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

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:

Allasen Carpet
Print Name of Company

By: 
Signature

Robert Hager
Printed name

Date: 10/11/23

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

IRAN DIVESTMENT ACT CERTIFICATION

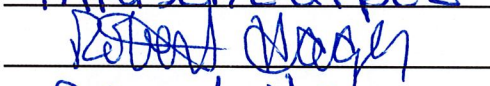
As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

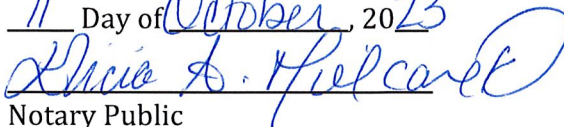
Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Allasen Carpet
 Signature: 
 Print Name: Robert Hager
 Title: V.P.
 Date: 10/11/23

Sworn To Before Me This

11 Day of October, 2023

 Notary Public

ELICIA A MIELCAREK
 NOTARY PUBLIC STATE OF NEW YORK
 ERIE COUNTY
 LIC. #01MI0005791
 COMM. EXP. 04/18/2027

Revised 4.2017

Attachment: Allasen Carpet Contract (RES-2023-883 : Purchase Carpet Under PGB 23200 - Allasen Carpet CRS #4353)

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032



**DEPUTY
SUPERVISOR/COUNCILMEMBER**
Deborah Bruch Bucki, RN, PhD

COUNCILMEMBERS
Shawn Lavin
Michael Szukala
Jacqualine Berger

AGREEMENT

Let this document stand as an Agreement between Allasen Carpet and the Town of Amherst permitting the Town of Amherst to participate in the purchase of carpet under Group 20600 floor coverings and related services, Award Number PGB 23200 for the period from February 11, 2022 thru October 11, 2024.

Agreed to and Accepted by:

Agreed to and Accepted by:

Allasen Carpet

TOWN OF AMHERST

By:

Robert Hager
Signature

By:

Brian J. Kulpa, Supervisor

Robert Hager
Printed name

Date:

V.P.
Title

Date:

10/11/23

Attachment: Allasen Carpet Contract (RES-2023-883 : Purchase Carpet Under PGB 23200 - Allasen Carpet CRS #4353)



CERTIFICATE OF LIABILITY INSURANCE

13.D.1.a

DATE (MM/DD/YYYY)
7/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Brady Insurance Agency 10589 Main Street Clarence NY 14031		CONTACT NAME: Tom Brady PHONE (A/C No. Ext): (716) 759-2138 E-MAIL ADDRESS: tom@bradyia.com FAX (A/C No.): (716) 759-2410	
INSURED Allasen Carpet Co Inc. & 394 Franklin Street Inc 394 FRANKLIN ST BUFFALO NY 14202-1509		INSURER(S) AFFORDING COVERAGE INSURER A: Main Street America Assurance INSURER B: NGM Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 29939 14788	

COVERAGES**CERTIFICATE NUMBER:** CL237709468**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			BFV52408	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Individual Risk Mod Prem \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			BIV52408	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 50,000
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$			CUV52408	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W2V52408	7/1/2023	7/1/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst is also an additional insured on a primary and non-contributory basis under the General Liability coverage of bodily injury, property damage and personal & advertising injury only with regard to ongoing work performed by the insured for Town of Amherst, when evidence of a written and signed contract between named insured and certificate holder requiring the endorsement.
Workers' Compensation policy includes Owners

CERTIFICATE HOLDER**CANCELLATION**

Town of Amherst
5583 Main Street
Williamsville, NY 14221

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

AUTHORIZED REPRESENTATIVE

Tom Brady/BRADY

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ACORD 25 (2014/01)
INS025 (201401)

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Packet Pg. 76

Attachment: Allasen Carpet Contract (RES-2023-883 : Purchase Carpet Under PGB 23200 - Allasen Carpet CRS #4353)



**Workers'
Compensation
Board**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Allasen Carpert Co Inc & 394 Franklin St Inc. 394 Franklin Street Buffalo, NY 14202-1508 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 716-854-3127 1c. NYS Unemployment Insurance Employer Registration Number of Insured 15-43558 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1059049
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 Main Street America Assurance Company 3b. Policy Number of Entity Listed in Box "1a" W2V52408 3c. Policy effective period <u>07/01/2023</u> to <u>07/01/2024</u> 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

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

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.**

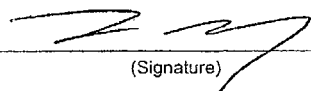
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

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: Thomas P Brady
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  10/13/23
(Signature) (Date)

Title: Insurance Agent

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-759-2138

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.go



**Workers'
Compensation
Board**

CERTIFICATE OF INSURANCE COVERAGE
under the NYS 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) ALLASEN CARPET CO., INC. DBA DIAB M. ALLASEN CARPET 394 FRANKLIN STREET BUFFALO NY 14202 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 716-854-3127 1c. Federal Employer Identification Number of Insured or Social Security Number 161059049
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF AMHEARST 5583 MAIN ST WILLIAMSVILLE NY 14221	3a Name of Insurance Carrier HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY 3b Policy Number of Entity Listed in Box "1a" LNY-610004 3c Policy effective period 01/01/2023 to 12/31/2023

4. Policy provides the following benefits:
☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:
☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 10/12/2023

Elizabeth Tello

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074

Name and Title: Elizabeth Tello – Assistant Director, Statutory Services

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Attachment: Allasen Carpet Contract (RES-2023-883 : Purchase Carpet Under PGB 23200 - Allasen Carpet CRS #4353)



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

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

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

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Comptroller
 Initiated by: **Daryl Bramer**
 Co-Sponsored by:

DOC ID: 28119

RESOLUTION 2023-884

ADOPTED

Budget Transfers and Amendments

For October 30, 2023 Town Board Agenda

To: Town Board
 From: Office of Town Comptroller
 Date: 10/25/2023
 Re: Various Department Budget Transfers / Amendments

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

BUDGET TRANSFERS - 2023

FROM:

N2124.8030 CDBG Payroll- FICA \$754.34
 N2124.8050 Hospital & Med Ins. \$3,069.86
 N2124.8010 Retirement \$3,750.02

Requested per department to clean up payroll accounts.

G9916.2600 Plant 16- Other \$142,331.00

Requested per department.

A1230.4110 Economic Dev. - Contractual \$13,025.65

To transfer funds from contractual into personal services.

G9000.4090 Sewer- Professional Services \$10,000.00

Requested per department.

A8020.4090 Professional Services \$2,000.00

Requested per department.

A7142.4220 Bassett Park - Bldgs. & Grounds \$8,948.76

Requested per department.

TO:

N2124.1000 Personal Services \$3,644.11
 N2124.1300 Overtime \$639.61
 N2124.1853 Sick Leave Incentive \$324.31
 N2124.4050 Mileage \$1,605.78
 N2124.8052 Vision \$97.23
 N2124.8051 Dental \$1,263.18

G9916.4960 Plant Svc Agreement \$7,572.29
 G9916.4926 Repair/Replace Operations \$585.29
 G9916.4910 Plant Vehicle Repair \$3,643.91
 G9916.4820 Chemicals- Processing \$65,264.75
 G9916.4800 Chemicals- Conditioning \$65,264.76

A1230.1000 Personal Services \$12,100.00
 A1230.8030 FICA \$925.65

G9000.1200 Overtime \$9,290.00
 G9000.8030 FICA \$710.00

A8020.1000 Professional Services \$1,857.87
 A8020.8030 FICA \$142.13

A7146.4220 No. Forest \$8,948.76

BUDGET AMENDMENTS - 2023

INCREASE:

C8161.02131 Refuse- Garbage Totes Rev \$4,635.00
To increase revenue received over the budget for garbage totes.

INCREASE:

C8161.4531 Garbage Totes \$4,635.00

N2350.02785 TON HOME Rehab- PI \$45,390.60	N2350.4000 Contractual \$45,390.60
N2353.02785 TON HOME Admin- PI \$5,043.40	N2353.4003 10% Admin \$5,043.40
<i>To recognize Community Development program income from 1636 Parker, Tonawanda.</i>	
N2350.02785 TON HOME Rehab- PI \$51,208.20	N2350.4000 Contractual \$51,208.20
N2353.02785 TON HOME Admin- PI \$5,689.80	N2353.4003 10% Admin \$5,689.80
<i>To recognize Community Development program income from 278 Lyndale, Tonawanda.</i>	
N2350.02785 TON HOME Rehab- PI \$45,024.30	N2350.4000 Contractual \$45,024.30
N2353.02785 TON HOME Admin- PI \$5,002.70	N2353.4003 10% Admin \$5,002.70
<i>To recognize Community Development program income from 2350 Eggert, Tonawanda.</i>	
N2344.02785 Cheek HOME- PI \$4,500.00	N2344.4000 Contractual \$4,500.00
N2349.02785 Cheek Admin- PI \$500.00	N2349.4003 10% Admin \$500.00
<i>To recognize Community Development program income from 663 Mapleview, Cheektowaga.</i>	
A7260.05001 NWACC - Refund of C/Y Exp. \$22,702.80	A7260.1000 Personal Services \$13,456.52
	A7260.8030 FICA \$931.45
	A7260.4050 Mileage \$143.45
	A7260.8010 Retirement \$1,767.78
	A7260.8050 Health Insurance \$6,112.77
	A7260.8051 Dental \$264.00
	A7260.8052 Vision \$26.83
A6773.05001 Nutrition - Refund of C/Y Exp. \$12,703.26	A6773.1000 Personal Services \$8,386.89
	A6773.8030 FICA \$601.63
	A6773.8010 Retirement \$1,101.79
	A6773.8050 Health Insurance \$2,489.40
	A6773.8051 Dental \$111.00
	A6773.8051 Vision \$12.55
A6776.05001 SOS - Refund of C/Y Exp. \$481.95	A6776.1000 Personal Services \$399.00
	A6776.8030 FICA \$30.53
	A6776.8010 Retirement \$52.42
<i>To recognize refund of current year expense from CDBG funding for Northwest Amherst Community Center, Senior Center Nutrition, and Senior Outreach Services for the 3rd quarter 2023.</i>	
A3649.04589 ARPA Federal Aid \$26,325.00	A3649.2600 ARPA- Other \$26,325.00
<i>To recognize P.O. #22214351A.</i>	
N2223.02785 CDBG & Vg. - PI \$170.00	N2223.4000 Contractual \$170.00
<i>To recognize Community Development program income from 169 Hillcrest, Amherst.</i>	
N2323.02785 CDBG & VG- PI \$4,380.80	N2323.4000 Contractual \$4,380.80
N2325.1000 CDBG Admin- PI \$1,095.20	N2325.1000 Personal Svcs \$1,017.37
	N2325.8030 FICA \$77.83
<i>To recognize Community Development program income from 1664 Dodge Rd, Amherst.</i>	
N2340.02785 AMH HOME- PI \$13,173.30	N2340.4000 Contractual \$13,173.30
N2354.02785 HOME Admin- PI \$1,463.70	N2354.4003 10% Admin \$1,463.70
<i>To recognize Community Development program income from 1664 Dodge Rd, Amherst.</i>	

10/30/2023**Consent****FINANCIAL IMPACT:**

See descriptions.

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Comptroller
 Initiated by: **Daryl Bramer**
 Co-Sponsored by:

DOC ID: 28118

RESOLUTION 2023-885

ADOPTED

2024 Budget Other Items

Please see the attached file for 2024 Other Items, \$449,319.50. These items are added to the tax bill of the property owners and Erie County Real Property Tax Department requires Town Board approval adopting special Town charges.

10/30/2023

Consent

FINANCIAL IMPACT:

N/A

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

Town of Amherst
2024 Budget
Other Items

Other Items:

Delinquent Water Bills - ECWA
Delinquent Sewer Bills-Village
Code Violations
RPTL 520
Pretreatment Charges
Omitted Tax

	Code	Charge	Interest	2024 Total
	22018	8,542.68	854.27	9,396.95
	22003	1,623.17	162.33	1,785.50
	22962	71,416.09	7,141.63	78,557.72
	22017	62,624.33	-	62,624.33
	22600	296,955.00	-	296,955.00
	22970	-	-	-
		\$ 441,161.27	\$ 8,158.23	\$ 449,319.50


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 28111

RESOLUTION 2023-886

ADOPTED

Award Bid #2023041 Z-Bar Wheel Loader - CRS #4352

WHEREAS, the Contract Compliance and Administration Department received bids on September 28, 2023 for Bid #2023041 Z-Bar Wheel Loader; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award Items 1-5, 10A, 10B and 10C to Monroe Tractor (Items 6-9B are not being awarded); and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Monroe Tractor.

10/30/2023

Consent

FINANCIAL IMPACT:

KP2326-2600; \$190,540.00

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

Bid #2023041 Z-Bar Wheel Loader											
Low Bidder			Vendor Name:	Monroe Tractor		Milton Cat		George and Swede		Five Star Equipment	
ITEM	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	Each	2023 or newer Case 721G Z-Bar Wheel Loader or Equivalent Wheel Loader as further detailed within this bid document.	\$218,990.00	\$218,990.00	\$236,248.00	\$236,248.00	\$199,859.00	\$199,859.00	\$243,152.37	\$243,152.37
2	1	Each	Extendable Lifting Jib Boom, size 50, with a JRB 416 Female Coupler.	\$7,350.00	\$7,350.00	\$4,477.00	\$4,477.00	\$4,681.65	\$4,681.65	Incl. above?	\$0.00
3	1	Each	60" long x 60" Width Hydraulic adjustable forks with a JRB 416 Female Coupler.	\$10,600.00	\$10,600.00	\$8,613.00	\$8,613.00	\$7,830.00	\$7,830.00	Incl. above?	\$0.00
4	4	Each	Hydraulic JRB 416 Female Coupler Blank – for welding to our existing equipment.	\$1,200.00	\$4,800.00	\$1,589.00	\$6,356.00	\$925.00	\$3,700.00	\$1,337.15	
5	1	Each	Cost for a 3-yr/2000-hr year planned maintenance program. A detailed breakdown of this program shall be included with the bid submission.	Incl. above	\$0.00	\$12,737.73	\$12,737.73	\$8,873.20	\$8,873.20	\$11,640.49	\$11,640.49
6	40	Each	This hourly labor charge is to cover PM Service and Repairs performed at the TOA WPCF for PM Service and Repairs on the awarded loader and its attachments.	\$168.00	\$6,720.00	\$181.00	\$7,240.00	\$150.00	\$6,000.00	N/A	
7	1	Each	This hourly labor charge is to cover Off-Site Preventative Maintenance and Repairs to the awarded loader and its attachments.	\$168.00	\$168.00	\$181.00	\$181.00	\$150.00	\$150.00	N/A	
8	20	Each	This charge is to cover round trip transportation of the awarded loader for work performed under bid item 7.	\$950.00	\$19,000.00	\$750.00	\$15,000.00	\$160.00	\$3,200.00	N/A	
9A	2,500	%	This percentage off list price is to cover parts, materials, and/or components required to make any repairs on our awarded loader and its attachments.	5%	\$2,375.00	10%	\$2,250.00	6%	\$2,350.00	0%	\$2,500.00
9B	1,000	%	This percentage mark up over cost is to cover parts, materials, and/or components that DO NOT have a list price and are required to make any repairs on our awarded loader and its attachments.	25%	\$1,250.00	15%	\$1,150.00	10%	\$1,100.00	20%	\$1,200.00
10A	1	Each	Price offered for the trade-in or for the sale of our 2000 Case 721C, product identification code JEE0123977, Bucket H&H Model 0010-103 GP 3.65 yd. with a ACS coupler.		\$45,000.00		\$16,000.00		\$20,000.00		\$23,000.00
10B	1	Each	Price offered for the trade-in or for the sale of Adjustable Forks for the machine above.		\$3,000.00	Incl. above	\$0.00		\$1,000.00		\$0.00
10C	1	Each	Price offered for the trade-in or for the sale of Extendable Jib Boom for the machine above.		\$3,200.00	Incl. above	\$0.00		\$1,000.00	Incl. above?	\$0.00
			Total (Items 1-10C)		\$220,053.00		\$278,252.73		\$215,743.85	Incl. above?	\$235,492.86
			Total - Equipment & Trade Only (Items 1-4, 10A, 10B, 10C)		\$190,540.00		\$239,694.00		\$194,070.65		\$220,152.37
			Total - Equipment & Trade Plus Maintenance Program (Items 1-5, 10A, 10B, 10C)		\$190,540.00		\$252,431.73		\$202,943.85		\$231,792.86


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 28112

RESOLUTION 2023-887

ADOPTED

Award Bid #2023042 Town Wide Undercoating - CRS #4358

WHEREAS, the Contract Compliance and Administration Department received bids on September 28, 2023 for Bid #2023042 Town Wide Undercoating; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Rustkote LLC; and

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

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

10/30/2023

Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2023042 Town Wide Undercoating						
Low Bidder			716 Coatings	Rustkote LLC	Carwell	Krown Rust Control
		Vendor Name:				
Item #	U/M					
1		Undercoating - Passenger Car – up to 1-Ton Pick-Up	\$175.00	\$100.00	\$110.00	\$130.00
2		1-Ton Truck with Dump or Utility Bed	\$215.00	\$120.00	\$151.00	\$165.00
3		Single Axle (6 wheel) Commercial Truck	\$295.00	\$140.00	\$187.00	\$245.00
4		Tandem Axle (10 wheel) Commercial truck	\$355.00	\$160.00	\$203.00	\$245.00


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 28132

RESOLUTION 2023-888

ADOPTED

Award Bid #2023043 Demolition of Former Plant 1 Lab Building - CRS #4370

WHEREAS, the Contract Compliance and Administration Department received bids on October 19, 2023 for Bid #2023043 for the Demolition of Former Plant 1 Lab Building at 1042 N. Forest Road; and

WHEREAS, the bid process resulted in responses from seven (7) vendors, as per the attached bid analysis form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Regional Environmental Demolition; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Regional Environmental Demolition, pending successful completion of the Contract Routing System due to safety concerns at site.

10/30/2023

Consent

FINANCIAL IMPACT:

KP-2337-4972; \$21,000.00

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

Bid #2023043 Demolition of Former Plant 1 Lab Building										
Low Bidder			Vendor Name:	Zuke's Excavating	Atlantic Contracting Partners	Geiter Done of WNY	Regional Environmental Demolition	Empire Building Diagnostics	Durable Demolition	Metro Contracting & Environmental
Item #	QTY	U/M								
1	1	Job	Base Bid for Demolition of Building as per specifications and documents	\$48,732.60	\$37,777.00	\$45,000.00	\$21,000.00	\$48,440.00	\$24,746.00	\$43,200.00


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 28123

RESOLUTION 2023-889

ADOPTED

Extension for Curbside Shredding Contract - CRS #4367 (Original CRS/CMS #2174/2259)

WHEREAS, Erie County Bid #219167-002 for Curbside Shredding (Original CRS #2174) has been extended until October 31, 2025;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the contract extension with Shred Text, Inc. for participation in the Erie County contract for Bid #219167-002; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two-year contract extension with Shred Text; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the current contract expires 10/31/23.

10/30/2023

Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

**TOWN OF
AMHERST**
Erie County, New York



SUPERVISOR
Brian J. Kulpa
716-631-7032

**DEPUTY
SUPERVISOR/COUNCILMEMBER**
Deborah Bruch Bucki, RN, PhD

COUNCILMEMBERS
Jacqueline Berger
Shawn Lavin
Michael Szukala

Extension Agreement

Let this document stand as an Extension Agreement between Shred Text, Inc. the Town of Amherst, for participation in the Erie County Contract for Bid #219167-002 Curbside Shredding, (Original CRS #2174).

This contract will be extended for a two year period from November 1, 2023 through October 31, 2025.

SIGNED:


Vendor SHRED TEXT INC

10/24/2023
DATED

Brian J. Kulpa, Supervisor
Town of Amherst

DATED


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 28124

RESOLUTION 2023-890

ADOPTED

DOT Drug and Alcohol Testing - CRS #4368

WHEREAS, the Contract Compliance and Administration Department is requesting approval to enter into a contract with HealthWorks-WNY, LLP for DOT Drug and Alcohol Testing; and

WHEREAS, the contract term will be from October 20, 2023 through December 31, 2025;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the contract with HealthWorks-WNY, LLP; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that there is no formal contract currently in place.

10/30/2023

Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount NTE \$20,000 annually

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

SERVICES AGREEMENT DOT DRUG & ALCOHOL TESTING

This Agreement is made this 20th day of October, 2023 by and between HealthWorks-WNY, hereinafter referred to as "Provider", with offices located in West Seneca and Kenmore, New York, whose primary office is located at 2075 Sheridan Drive, Kenmore, NY 14223 and the Town of Amherst, hereinafter referred to as "Client," whose primary office is located at 5583 Main Street, Williamsville, NY 14221;

WHEREAS, Provider is in the business of providing occupational health services;

WHEREAS, Client has entered into contracts with third parties to provide medical services for their employees;

WHEREAS, Client desires to engage Provider and Provider desires to accept such engagement to provide certain services with respect to the Client's customers and employees, according to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I: PROVISION OF SERVICES

During the term of this Agreement, as defined below, Provider agrees to provide Client with the services set forth on Exhibit A, attached hereto and made a part hereof (the "Services"). Provider shall be solely responsible for directing and performing the Services and for furnishing all equipment, materials, supplies, personnel, and other resources necessary to perform such Services, but agrees to make all reasonable efforts to provide the Services at such reasonable times requested by Client.

SECTION II: COMPENSATION FOR SERVICES

During the term of this Agreement, Client shall pay the Provider compensation and/or fees as set forth on Exhibit A in exchange for the performance of the Services.

SECTION III: TERMS AND TERMINATION

The term of this Agreement shall be a period of approximately two (2) years, commencing on the date set forth above, with termination on December 31, 2025 (the "Initial Term"). Thereafter, this Agreement may be renewed for two successive periods of two years each upon mutual agreement of Provider and Client.

During the Term, either party may terminate this Agreement by providing the other party with 60 calendar days' written notice of such termination. This Agreement shall be terminated immediately in the event of one of the following:

- (i) The failure or refusal of a party to perform its obligations under this Agreement
- (ii) After notice of five (5) days, and a reasonable opportunity to cure such failure if such failure can be cured;
- (ii) Fraud, gross negligence or willful and intentional misconduct by either party in the performance of the Agreement;

- (iii) A party dissolves, becomes insolvent, makes an assignment for the benefit of creditors, or is adjudicated bankrupt by a court of competent jurisdiction; or
- (iv) Upon mutual written agreement of both parties.

SECTION IV: COMPLIANCE WITH LAWS

Provider agrees that during the Term, it shall (i) maintain at all times any licenses, permits, certifications and other approvals, which are necessary in order for it to perform its duties and obligations under this Agreement, and (ii) perform its duties and obligations under this Agreement in accordance with all federal, state and local laws, statutes, rules, regulations and ordinances.

SECTION V: INSURANCE

Provider shall procure and maintain at its sole cost and expense all insurance coverage required by applicable law and by customary business practices and sufficient to protect Provider, Client, Client's employees against any claims, liabilities, expenses, damages and/or judgments that may arise out of performance of the Services provided in this Agreement. At minimum, such coverage shall include:

- (i) A commercial general liability insurance policy with limits of not less than \$2 million each medical incident and \$4 million in aggregate, Client may be included as additional insured, and waiver of subrogation to be included in favor of same, and
- (ii) Workers Compensation insurance at statutory limits of \$500,000 per occurrence and New York State Disability Benefits coverage on all representatives of Provider providing services under this Agreement, and
- (iii) Professional liability insurance for each of Provider's employees providing services under this Agreement with limits of not less than \$1 million per medical incident and \$3 million aggregate, and
- (iv) Any other insurance legally required to protect its employees, agents, independent contractors, and representatives in the performance of their duties under this Agreement.
- (v) Upon written request of Client, Provider shall provide a certificate of insurance evidencing the foregoing coverages.

SECTION VI: INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold harmless the other party, and such other party's officers, directors, managers, employees and affiliates, of any and all liability, suits, claims, loss, cost or expense, and/or causes of action, arising out of or in connection with the negligent acts or omissions of the indemnifying party in the performance of its duties and obligations pursuant to this Agreement.

The party seeking indemnification shall promptly notify in writing the party from whom indemnification is sought of any claim asserted against it, for which such indemnification is sought a true copy of any such claim including, but not limited to, a true copy of any summons or other process, pleading, or notice issued in any lawsuit or other proceeding to assert or enforce such claim. Where acceptance of its obligation to indemnify is deemed proper by the indemnifying party, said party reserves the right to control the investigation, trial, and defense of such lawsuit or action (including all negotiations to effect settlement) and any appeal arising there from and to employ or engage attorneys of its own choice.

The party seeking indemnification may at its own cost, participate in such investigations, trial and defense of such lawsuit or action and any appeal arising there from. The party seeking

indemnification and its employees, agents, servants and representatives shall provide full cooperation to the indemnifying party at all times during the pendency of the claim or lawsuit, including without limitation, providing them with all available information with respect thereto.

SECTION VII: NON-COMPETE

During the Term of this Agreement and for a one (1) year period after the termination of this Agreement for any reason whatsoever, Client agrees it will not, directly or indirectly, approach, solicit, entice or attempt to approach, solicit or entice any of Provider's workers (whether employees or independent contractors) to leave the employer of Provider.

SECTION VIII: CONFIDENTIALITY

Each party shall maintain the confidentiality of all employer, employee/patient, student/patient medical records, communications, data and information relating to or obtained in the performance of this Agreement as required by its profession and in accordance with applicable law.

SECTION IX: INDEPENDENT CONTRACTOR RELATIONSHIP.

The parties agree that their relationship shall be that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer/employee relationship. Neither party is authorized to make any representation, contract, or commitment on behalf of the other, except as otherwise described herein. Client shall have no direct control over the methods or means by which Provider shall provide the Services hereunder, and at all times, Provider shall exercise its own independent professional judgment. Provider will not be entitled to any of the benefits which Client may make available to its employees (if any), including, but not limited to, medical insurance, profit sharing, or retirement benefits. Each party will be solely responsible for any and all tax returns and payments it may be required to file with or make to any federal, state or local tax authority with respect to Provider's performance of Services and receipt of any Compensation under this Agreement. Each party agrees to accept exclusive liability for it complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid under this Agreement.

SECTION X: NON-ASSIGNABILITY

No party shall assign, transfer or otherwise dispose of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

SECTION XI: AMENDMENT

This Agreement shall not be amended, changed, or modified in any manner except by an instrument in writing signed by each of the parties hereto.

SECTION XII: MISCELLANEOUS

- (i) This Agreement contains the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior agreement, understanding and arrangements, written or oral, between the parties hereto regarding the subject matter hereof.
- (ii) This Agreement shall be binding upon and inure to benefit the successors and/or assigns of the respective parties.

- (iii) This Agreement shall be governed and construed pursuant to the internal laws of the State of New York, without regard to conflict of law, and any action or arbitration brought with respect to this Agreement shall be brought in Erie County, New York.
- (iv) The terms, conditions and provisions of this Agreement shall survive and be enforceable after its termination for any reason.
- (v) This Agreement is not exclusive and, during the Term, Provider retains the right to perform services for other clients.

SECTION XIV: FORCE MAJEURE

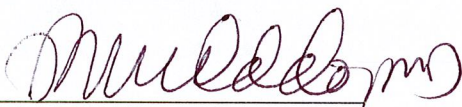
Neither party shall be liable for failure to perform any duty or obligation that either may have under this Agreement where such failure has been occasioned by any act of God, fire, strike, inevitable accident, war, terrorism, government intervention or any cause outside the reasonable control of the party who had to perform the duty.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first set forth above.

HealthWorks-WNY, LLP

By: 
 Print Name: Mark Costanza
 Title: Medical Director and Partner

By: 
 Print Name: Stuart Dorfman
 Title: Medical Director and Partner

By: 
 Print Name: Kimberly Oddo
 Title: Medical Director and Partner

Client:

Town of Amherst

By: _____
 Brian Kulpa, Supervisor

Date: _____

Exhibit A
The Services

5 Panel NIDA Drug Screen	\$68 per test
Breath Alcohol Test - DOT	\$38 per test
Random Drug & Alcohol Annual Consortium Fee (See Exhibit B for Pricing)	

Random Drug & Alcohol Consortium Management for DOT Compliance

At HealthWorks-WNY, we offer a comprehensive Random Drug & Alcohol Consortium Management service designed to assist organizations in complying with the stringent requirements of the Department of Transportation (DOT). Our program ensures that your workforce remains safe, drug-free, and fully compliant with DOT regulations.

Key Features:

1. Candidate Selection:

We conduct regular and randomized candidate selection processes three times per year. This rigorous approach ensures fairness and impartiality while targeting a significant portion of your workforce over the course of the year. The large DOT pool has approximately 1,300 people currently enrolled in it. With each instance, 60% of selected candidates are chosen for drug screens, and 15% are chosen for breath alcohol testing. This balanced selection process minimizes the risk of substance abuse within your organization and maintains DOT compliance.

2. Comprehensive Drug Screening:

Our program includes comprehensive drug screening services that adhere to DOT guidelines. We employ state-of-the-art testing methods to detect a wide range of substances, ensuring that your workforce remains free from illicit drug use. Our stringent procedures guarantee the accuracy and reliability of test results.

3. Accurate Breath Alcohol Testing:

For employees selected for breath alcohol testing, we utilize precise and calibrated breathalyzer equipment. This ensures that alcohol levels are accurately measured, and results are reported promptly. Compliance with alcohol regulations is vital for safety-sensitive positions within the DOT framework.

4. Streamlined Administrative Processes:

We understand the complexity of managing a DOT drug and alcohol testing program. Therefore, we handle all administrative aspects on your behalf, including record-keeping, reporting, and communication with the necessary regulatory bodies. This allows you to focus on your core business activities while we ensure compliance and maintain meticulous records.

5. Expert Guidance and Consultation:

Our team of experienced professionals are well-versed in DOT regulations and guidelines. We provide expert guidance and consultation to help you navigate the intricacies of compliance effortlessly. Whether you have questions about regulations, procedures, or employee education, we are here to support your organization.

6. Customized Solutions:

We recognize that each organization has unique needs and challenges. Our program can be tailored to align with your specific requirements, ensuring that you receive a solution that is efficient and cost-effective.

HealthWorks-WNY's Random Drug & Alcohol Consortium Management service is your partner in maintaining a drug-free and safe workplace while adhering to DOT compliance standards. Our rigorous selection process, comprehensive testing, and expert guidance give you confidence in the integrity of your workforce and help you meet your regulatory obligations with ease.

Exhibit B



HealthWorks
WESTERN NEW YORK

Healthy employee. Healthy bottom line.

Random Drug and Alcohol Program – 2023 Annual Fee

The following is an annual fee schedule charged to companies participating in HealthWorks-WNY random drug and alcohol programs. The annual fee, which covers labor, postage, printing and other miscellaneous costs involved in administering the random program, is based on the number of employees each company has enrolled in the random program. Once billed, annual fees will not be adjusted due to increases or decreases in staffing enrollment during the year.

Existing companies already enrolled in the program can expect to receive their annual invoice in February while new companies will receive their invoices in the month participation starts.

The fee schedule is based on the following ranges:

Companies with	0 – 5 employees	-	\$80
Companies with	6 - 10 employees	-	\$110
Companies with	11 – 20 employees	-	\$195
Companies with	21 – 30 employees	-	\$220
Companies with	31 – 40 employees	-	\$295
Companies with	41 – 50 employees	-	\$400
Companies with	51 – 60 employees	-	\$615
Companies with	>61 employees	-	\$950

To avoid removal from the random program, please pay the annual invoice within 30 days of invoice receipt.

Please call the Business Office directly with any questions and/or concerns you may have regarding the pricing for the random drug and alcohol program.

Thank you for choosing HealthWorks-WNY as your consortium manager.

HealthWorks-WNY Business Office
716.712.0670 ext 5
716.712.0745 - fax

South Towns Office

1900 Ridge Road
West Seneca, NY 14224

Tel: (716) 712 0670
Fax: (716) 712-0674

North Towns Office

2075 Sheridan Drive
Kenmore, NY 14223

Tel: (716) 712-0670
Fax: (716) 447-6433


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 28135

RESOLUTION 2023-891
ADOPTED

Change Order #1 – MLP Plumbing & Mechanical, Inc. - Plumbing Contract Mathewson McCarthy Little League Fieldhouse Improvements TOA Job # 2021.017A CRS No. 4361

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 \$637.00. This change will cover the costs associated with removing existing foundations that were discovered during excavation for underground pipe installation.

Funding for this contract shall be from project account KP2207.4972. Please note that the above request is contingent pending successful completion of the contract review procedure.

10/30/2023

Consent

FINANCIAL IMPACT:

KP2207.4972 Change Order, which increases the overall contract by \$637.00

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



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Mathewson/McCarthy LL Fieldhouse Improvements Town of Amherst	CONTRACT INFORMATION: Contract For: Plumbing Construction Date: May 08, 2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 10/13/2023
OWNER: <i>(Name and address)</i> Town of Amherst Town of Amherst Engineering 1100 North Forest Road Williamsville, NY 14221	ARCHITECT: <i>(Name and address)</i> DiDonato Associates Engineering & Architecture P.C. 689 Main Street Buffalo, NY 14203	CONTRACTOR: <i>(Name and address)</i> MLP Plumbing and Mechanical Inc 3198 Union Road Cheektowaga, NY 14227

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

MLP PCO #02 - Excavation of unknown foundation that was discovered during construction

The original Contract Sum was	\$	85,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	85,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	637.00
The new Contract Sum including this Change Order will be	\$	85,637.00
The Contract Time will be increased by Zero (0) days.		
The new date of Substantial Completion will be		

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

DiDonato Associates Engineering & Architecture, P.C. ARCHITECT <i>(Firm name)</i>	MLP Plumbing and Mechanical Inc CONTRACTOR <i>(Firm name)</i>	Town of Amherst OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Michael Banks, Architect PRINTED NAME AND TITLE	David Muscoff Vice President PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
10/19/23 DATE	10/16/23 DATE	DATE



AIA Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Mathewson/McCarthy LL Fieldhouse Improvements Town of Amherst	CONTRACT INFORMATION: Contract For: Plumbing Construction Date: May 08, 2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 10/13/2023
OWNER: <i>(Name and address)</i> Town of Amherst Town of Amherst Engineering 1100 North Forest Road Williamsville, NY 14221	ARCHITECT: <i>(Name and address)</i> DiDonato Associates Engineering & Architecture P.C. 689 Main Street Buffalo, NY 14203	CONTRACTOR: <i>(Name and address)</i> MLP Plumbing and Mechanical Inc 3198 Union Road Cheektowaga, NY 14227

THE CONTRACT IS CHANGED AS FOLLOWS:

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The new Contract Sum including this Change Order will be	\$	85,637.00
The Contract Time will be increased by Zero (0) days.		
The new date of Substantial Completion will be		

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

DiDonato Associates Engineering & Architecture, P.C.	MLP Plumbing and Mechanical Inc	Town of Amherst
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
Michael Banks, Architect	MLP	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
10/19/23	10/16/23	
DATE	DATE	DATE



AIA Document G701® – 2017

Change Order

PROJECT: (Name and address)
Mathewson/McCarthy LL Fieldhouse
Improvements
Town of Amherst

CONTRACT INFORMATION:
Contract For: Plumbing Construction

Date: May 08, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: 10/13/2023

OWNER: (Name and address)
Town of Amherst

ARCHITECT: (Name and address)
DiDonato Associates Engineering &
Architecture P.C.
689 Main Street
Buffalo, NY 14203

CONTRACTOR: (Name and address)
MLP Plumbing and Mechanical Inc
3198 Union Road
Cheektowaga, NY 14227

Town of Amherst Engineering
1100 North Forest Road
Williamsville, NY 14221

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

MLP PCO #02 - Excavation of unknown foundation that was discovered during construction

The original Contract Sum was	\$	85,000.00
The net change by previously authorized Change Orders	\$	0.00
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The Contract Time will be increased by Zero (0) days.		
The new date of Substantial Completion will be		

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

DiDonato Associates Engineering &
Architecture, P.C.

ARCHITECT (Firm name)

SIGNATURE

Michael Banks, Architect

PRINTED NAME AND TITLE

10/19/23

DATE

MLP Plumbing and Mechanical Inc

CONTRACTOR (Firm name)

SIGNATURE

David M. M. M. M.

PRINTED NAME AND TITLE

10/16/23

DATE

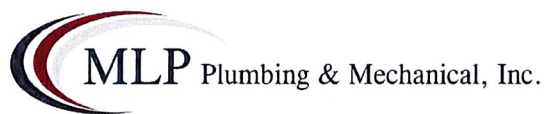
Town of Amherst

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE



3198 Union Road, Suite 30
Cheektowaga, NY 1422
Ph 716-681-6997/ Fx 716-681-064

POTENTIAL CHANGE ORDER

Project Name:	Mathewson-McCarthy Little League Fieldhouse Improv.	Date:	09/15/23
Location:	1995 Wehrle Dr. Williamsville, NY	Proposal No:	2
Billing Address:	DiDonato Associates P.E., P.C. 689 Main St. Buffalo, NY 14203	MLP Project No:	2023-5005
Email Address:	Mike Banks - mbanks@didonato.cc	Customer No:	2021.017A
Regarding:	<i>Unforeseen Conditions - Excavation</i>	Requested by:	
		Attention:	Mike Banks
		Phone:	716-656-1900
		Estimator:	MVR

Includes: *Labor & Material to remove old foundation that was found during excavation. Included trucking and delivery to pick up equipment and get rid of concrete.*

Excludes: Sales Tax, Electric of any Kind

GENERAL CONDITIONS	QTY	Cost	Total
01-003 Permit		-	-
01-011 Shipping & Freight		-	-
01-025 Drafting		80.00	-
01-100 Indirect Costs	0.00	3.80%	-
02-001 Project Manager	1.00	110.00	110.00
		TOTAL:	110.00

[illegible]

MATERIALS	QTY	Cost	Total
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		TOTAL:	-

LABOR	Date	Hours	Rate	Total
24-500 Foreman ST			99.76	-
24-600 Journeyman ST			92.29	-
25-200 Foreman C.O. ST			99.76	-
25-200 Journeyman C.O. ST			92.29	-
			TOTAL:	-

SUBCONTRACTOR	Company	Cost
04-990 Excavation	Maple Hill	475.00
TOTAL:		475.00

PCO TOTAL			
General Conditions			110.00
Rental & Equipment			-
Labor			-
Materials			-
01-001 Overhead & Profit		20.0%	22.00
Subcontractor Total			475.00
01-001 Overhead & Profit		5.0%	23.75
01-006 OCP Insurance	-	0.0%	-
01-002 Bond	585	1.035%	6.05
01-010 Sales Tax (Material)		8.75%	-

MLP will complete all work described above in accordance with plans and specifications for the cost of: **\$637**

If you should have any questions, please contact our office.

Sincerely,

Matt Van Remmen

Matt Van Remmen, Project Manager

MLP Plumbing & Mechanical, Inc.

Proposal based on (straight) time.

Contract duration will be increased by (0) Days.

Revised substantial completion will be (00/00/00).

This PCO will be void in 30 days without written notification to proceed.



MAPLE HILL SITE, INC.
265 BOWEN ROAD
EAST AURORA, NY 14052

INVOICE

Date	Invoice #
9/15/2023	202324T&M

Bill To

MLP Plumbing & Mechanical, Inc.
3198 Union Road, Suite 300
Cheektowaga, NY 14227

Your P.O. #		Terms	Due Date	Project	
		Net 30	10/15/2023	McCarthy	
Quantity	Description			Rate	Amount
	Site Work / Grading of Land- McCarthy Time & Material - 9/13/2023; mobilization/ demobilization of buster and breaker, break and clean up of concrete, laborer and operator, removal of concrete, tip fee at Swift River.			475.00	475.00
Thank you for your business. If you have any questions, please call Jason Michel at (716) 913-9880				Total	\$475.00
		E-mail		maplehillsiteinc@yahoo.com	

Attachment: Plumbing Mathewson Mccarthy change order mh (RES-2023-891 : Plumbing Contract Little League Fieldhouse CRS No. 4361)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 28142

RESOLUTION 2023-892
ADOPTED

Reist Street Culvert Replacement Over Ditch 10 Bridge NY Local Project Agreement Resolution Authorizing Supervisor to Sign State Local Agreement PIN 5765.04; Town of Amherst Job No. 2021.014 CRS No. 4376

Would you please approve the attached resolution authorizing the Supervisor to sign an agreement indicating a commitment to participate in the administration and first instance funding of the above referenced Bridge NY project?

This project is 100% reimbursable by State aid. The attached resolution authorizes the Town to provide first instance funding to cover design, right-of-way, construction and construction inspection costs.

Funding is identified in the upcoming 2024-2029 CIP Project E-2 and available immediately in an account to be determined by the Town Comptroller. Please note that the above request is contingent pending successful completion of the contract review procedure.

10/30/2023

Consent

FINANCIAL IMPACT:

KP to be determined - Financial impact \$797,950.00

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

RESOLUTION 2023-XXX

Authorizing the implementation and funding of 100% of the costs of a transportation project, of which qualified costs may be reimbursed from Bridge NY funds.

WHEREAS, a Project for the Reist Street Culvert Replacement over Ditch 10, P.I.N. 5765.04, (the Project”) is eligible for reimbursement of qualified costs from Bridge NY funding that calls for the post-reimbursement apportionment of the qualified costs be borne at the ration of 100% Bridge NY funds and 0% non-Bridge NY funds; and

WHEREAS, the Town of Amherst will design, let, and administer all phases of the Project; and

WHEREAS, the Town of Amherst desires to advance the Project by making a commitment of 100% of the costs of Engineering (Design I-VI), Right-of-way Incidentals, Right-of-way Acquisition & Construction, and Construction Inspection work for the Project or portions thereof; and

NOW, THEREFORE, the Amherst Town Board, duly convened does hereby

RESOLVE, that the Amherst Town Board hereby approves the above-subject project; and it is hereby further

RESOLVE, that the Amherst Town Board hereby approves the Town of Amherst to pay 100% of the cost of the Engineering (Design I-VI), Right-of-way Incidentals, Right-of-way Acquisition & Construction, and Construction Inspection work for the Project or portions thereof, with the understanding that qualified costs will be reimbursed from Bridge NY funding; and it is further

RESOLVED, that the sum of \$797,950 is hereby appropriated from account 2024 CIP E-2 Account TBD and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that the Amherst Town Board hereby agrees that the Town of Amherst shall be responsible for all costs of the Project, including costs which exceed the amount of reimbursement available from the NY Bridge Funding awarded to the Town of Amherst; and it is further

RESOLVED, that in the event the costs of the Project exceed the amount appropriated above, the Town of Amherst shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof; and it is further

RESOLVED, that the Town Supervisor of the Town of Amherst be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests with NYSDOT for State Aid and/or Bridge NY funding on behalf of the Town of Amherst in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality’s funding of the Project costs; and it is further

RESOLVED, that the Town of Amherst will be responsible for all maintenance of the Project; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Highway
 Initiated by: **Stephen Bryan**
 Co-Sponsored by:

DOC ID: 28087

RESOLUTION 2023-893
ADOPTED

Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co LLC NYS CRS# 4349

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the New York State Contract with American Rock Salt Co, LLC for road salt materials BID Reference Group #018, Award #23315, Contract #PC70128 for the period 9/1/23 to 8/31/24 for 5,000 tons at \$64.83.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Amherst Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #4349) and the approval of the Town Attorney.

10/30/2023

Consent

FINANCIAL IMPACT:

D5142 : 4350 TBD

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

AGREEMENT

Let this document stand as an Agreement between AMERICAN ROCK SALT CO., LLC.,
5520 ROUTE 63, PO BOX 190, MOUNT MORRIS, NY 14510 and the
Town of Amherst permitting the Town of Amherst to participate in the purchase of :

NEW YORK STATE-ROAD SALT MATERIALS

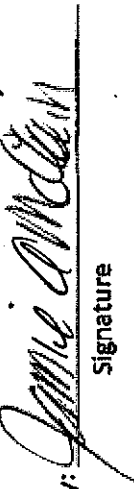
**BID REFERENCE: GROUP # 018, AWARD # 23315, CONTRACT #PC70128
9/1/2023 through 8/31/2024**

ROAD SALT DELIVERED AT 5,000 TONS AT \$64.83 PER TON DELIVERED

from American Rock Salt Co., LLC. under NYS Road Salt, Treated Salt and Emergency Standby Road Salt
Specifications of BID REFERENCE CONTRACT # PC 70128 for the period from 9/1/2023 TO 8/31/2024.

Agreed to and Accepted by:

AMERICAN ROCK SALT CO., LLC.

By: 
Signature
Jamie A. McClain

Print Name
Marketing Manager

Title
Date: 10/16/2023

Agreed to and Accepted by:

TOWN OF AMHERST

By: 
Brian Kulpa
Supervisor

Date: _____

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) **Workers' Compensation Insurance:** Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) **General Liability, Professional (if applicable) Liability and Property Damage Insurance:** Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least \$5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Contractor to assure that any policy procured by any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the

underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than \$2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(e) A failure by Contractor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than \$2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

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

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

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

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

Utilization Commitment.

(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

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

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

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

American Rock Salt Co., LLC

Print Name of Company

By:

Signature

Jamie A. McClain

Printed name

Date: 10/16/2023

Agreed to and Accepted by:

Town of Amherst

By:

Brian J. Kulpa, Supervisor

Date:

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

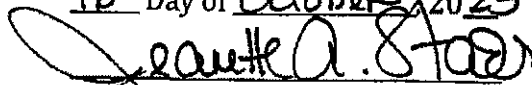
The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: American Rock Salt Co., LLC
 Signature: 
 Print Name: Jamie A. McClain
 Title: Marketing Manager
 Date: 10/16/2023

JEANETTE A. STARR
 Notary Public, State of New York
 Reg. No. 01ST6105067
 Qualified in Livingston County
 Commission Expires April 02, 2024

Sworn To Before Me This

16th Day of October, 2023


 Notary Public



AMERROC-02

TWANG3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

10/28/202

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105		CONTACT NAME: Tracy Wang PHONE (A/C, No, Ext): (415) 946-7500 FAX (A/C, No): E-MAIL ADDRESS: Tracy.Wang2@alliant.com	
INSURED American Rock Salt Company, LLC P.O. Box 190 Mount Morris, NY 14510		INSURER(S) AFFORDING COVERAGE	
		INSURER A: American Zurich Insurance Company NAIC 40142	
		INSURER B: American Guarantee and Liability Insurance Company 26247	
		INSURER C: Great American Assurance Company 26344	
		INSURER D:	
		INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:	X		GLO18720707	10/30/2022	10/30/2023	EACH OCCURRENCE \$ 2,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,00 MED EXP (Any one person) \$ 1 PERSONAL & ADV INJURY \$ 1,00 GENERAL AGGREGATE \$ 10,00 PRODUCTS - COMP/OP AGG \$ 4,00
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP018720907	10/30/2022	10/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	X		AUC 6954518-02	10/30/2022	10/30/2023	EACH OCCURRENCE \$ 10,00 AGGREGATE \$ 10,00
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC018720607	10/30/2022	10/30/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,00 E.L. DISEASE - EA EMPLOYEE \$ 1,00 E.L. DISEASE - POLICY LIMIT \$ 1,00
C	Excess Liability			EXC4457988	10/30/2022	10/30/2023	Occ/Agg 10,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

C-105.2 (9-17) Town of Amherst is included as additional insured on a primary and non-contributory basis as respects to general liability in accordance with the terms and conditions of the policy. Umbrella is follow form of the underlying general liability, auto liability and workers compensation policies.

CERTIFICATE HOLDER

CANCELLATION

Town of Amherst
 5583 Main Street
 Amherst, NY 14221

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

AUTHORIZED REPRESENTATIVE



**Workers'
Compensation
Board**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) American Rock Salt Company LLC 5520 Route 63 Mount Morris, NY 14510 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 585-991-6878 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1516458
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 Zurich American Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 0187206-07 3c. Policy effective period 10/30/2022 to 10/30/2023 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) all ☐ excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3 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: Susan B. Kendziora
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: *Susan B. Kendziora* 11/02/2022
(Signature) (Date)

Title: Vice President - Underwriting Services

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-382-2150

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) AMERICAN ROCK SALT COMPANY LLC 5520 ROUTE 63 MOUNT MORRIS, NY 14510 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 585-243-9510 1c. Federal Employer Identification Number of Insured or Social Security Number 16 1516458
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF AMHERST 5583 MAIN ST WILLIAMSVILLE, NY 14221	3a. Name of Insurance Carrier The Guardian Life Insurance Company of America 3b. Policy Number of Entity Listed in Box 1a 00926651-0000 3c. Policy Effective Period 1/1/23 to 1/1/24

4. Policy provides the following benefits:

- ☒ A. Both disability and Paid Family Leave benefits.
- ☐ B. Disability benefits only.
- ☐ C. Paid Family Leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 6/14/23

By

Michael Prestileo

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-888-278-4542

Name and Title Michael Prestileo, Head of Group Benefits Strategy, Product & Underwriting

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____

By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____

Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (12-21)




Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Highway
 Initiated by: **Stephen Bryan**
 Co-Sponsored by:

DOC ID: 28058

RESOLUTION 2023-894
ADOPTED

Authorize the Purchase of One (1) CROSS TRAILER 7' Tall Enclosed Model # 714TA CRS #4344

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the purchase of one (1) CROSS TRAILER 7 feet tall with enclosed nose, MODEL #714TA.

The purchase is from LOE TRAILER SALES OF WNY LLC FOR \$8,750.00 LOCATED AT 40 CONNECTING BLVD, North Tonawanda, NY 14120 as lowest of three (3) bids.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this purchase. This purchase is subject to the Contract Routing System (CRS#4344) and the approval of the Town Attorney.

10/30/2023

Consent

FINANCIAL IMPACT:

H4068

2550

\$8,750.00

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

AGREEMENT

Let this document stand as an Agreement between LOE TRAILER SALES OF WNY LLC
And the Town of Amherst permitting the Town of Amherst to participate in the purchase of :

Town Quote (s) for a 2023 CROSS TRAILER, 7 X 14, 7' TALL ENCLOSED TRAILER
FROM LOE TRAILER SALES OF WNY LLC, 40 Connecting Blvd, North Tonawanda,
New York, 14120, ONE TIME-WORK ORDER QUOTE for MODEL714TA-ALPHA
DATED 8/30/23 AND THE Town of Amherst Highway Department.

AWARDED TO LOE TRAILER SALES OF WNYLLC, 40 CONNECTING BLVD, NORTH TONAWANDA,
NEW YORK, 14120

Agreed to and Accepted by:

LOE TRAILER SALES OF WNY LLC

By: *[Signature]*

Signature

Tyler Carls

Print Name

General Manager

Title

Date: *09/25/23*

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____

BRIAN KULPA
SUPERVISOR

Date: _____

Addendum to Contract Minor Exposure

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

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

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

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

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

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

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

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

LOE Trailer

Print Name of Company

By:

[Signature]
Signature

Tyler Corleone

Printed name

Date:

09/25/23

Agreed to and Accepted by:

Town of Amherst

By:

Brian J. Kulpa, Supervisor

Date:

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities) 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.

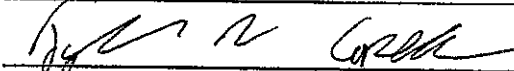
During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in investment which is in violation of the Act within 90 days after the determination of such violation, 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:

LOE Trailerscales of WNY LLC

Signature:



Print Name:

Tyler Coleland

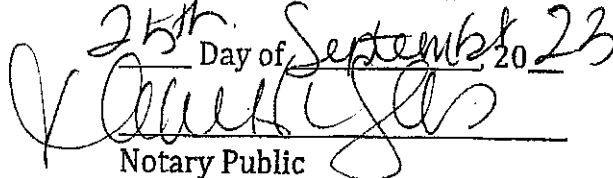
Title:

General Manager

Date:

09/25/23

Sworn To Before Me This

25th Day of September, 2023
Notary Public

DEANNA C. HUGHES

Notary Public, State of New York

Qualified in Erie County

Reg. No. 01HU6214623

My Commission Expires 12/14/2025

Revised 4.2017

Packet Pg. 123

Attachment: DOC100223-10022023103651 (RES-2023-894 : Authorize the Purchase of One (1) CROSS TRAILER 7' Tall Enclosed Model # 714TA

= Low Bidder

BID #

Three Quotes

ENCLOSED TRAILER

Vendor Name:

Item #	Description	JIMS TRAILER WORLD			LOE TRAILER SALES		PAYNES TRAILER SALES	
		QUOTE			QUOTE		QUOTE	
1	CROSS 714TA, ENCLOSED TRAILER	\$8,900.00			\$8,750.00		\$8,461.00	
2	ACCESSORIES	\$0.00			\$0.00		\$617.26	
3	DELIVERY, ETC	\$16.00			\$0.00		\$0.00	
4	GRAND TOTAL	\$8,916.00			\$8,750.00		\$9,078.37	
	No additional charges approved							

QUOTE FORM

13.M.2.a



LOE Trailer Sales of WNY, LLC

40 Connecting Blvd
North Tonawanda, NY 14120

4245 McKinley Parkway
Hamburg, NY 14075

Phone: 716-692-4975
www.loetrailers.com

CUSTOMER: Amherst Highway

PHONE#:

Quote Date:

Stock/Vin #:

Valid for (Days):

Code #:

STANDARDS:

MAKE Cross Trailers

MODEL 714TA-ALPHA Enclosed

SIZE 7x14 plus 16" Vnose

AXLE 3500# Dexter Axles

SIDE DOOR 36" Side Door

REAR DOOR Ramp Door 3 Hinge

FLOOR COVERING 3/4" Advenctech Water Proof Floor

INTERIOR WALLS 3/8" Adventech Water Proof Floor

CEILINGS

HEIGHT 7' interior height

EXTERIOR COLOR BLK

STONE GUARD
3 year warranty

STANDARDS SUB-TOTAL

DMV PLATES,
REGISTRATION & FEES
ARE NOT INCLUDED
INTO THE PRICE
OF THE TRAILER

OPTIONS:

- 1.
2. 2023 Cross Trailers
3. 7x14 7' Tall Enclosed Trailer

5. Total Price: \$8750

OPTIONS SUB-TOTAL

THIS QUOTE IS NON BINDING AND SUBJECT TO
CHANGE BASED UPON SURCHARGE INCREASES
OR DECREASES. LOE WILL NOTIFY THE
CUSTOMER IF SUCH CHANGES OCCUR.

County SALES TAX

INSPECTION

NYS TIRE TAX

DOCUMENTATION FEE

BALANCE DUE-TOTAL

REPRESENTATIVE: Tyler COPELAND

TYLER@LOETRAILERS.COM

DATE: 8/30

Packet Pg. 125

Attachment: DOC100223-10022023103651 (RES-2023-894 : Authorize the Purchase of One (1) CROSS TRAILER 7' Tall Enclosed Model # 714TA



Retail Quote - Cross Trailers

4567 State Route 36 Canisteo, NY 14823 usa
Phone: (607) 698-2487 Fax: (607) 698-2946

Created on: 08/25/2023

Modified on: 08/25/2023

Printed on: 08/25/2023

Dealer Name	Paynes Trailer Sales	Rep	Buck Payne	Quote #	TL-12848
Rep Email	bcpayne526@gmail.com			Version #	0
Retail info/PO#	Town of Amherst			Sales Rep	
Model	714TA	Color	White	Body Type	ARROW
Part ID	Description	UOM	QTY	Total	Notes
714TA	7X14 ALPHA SERIES	EA	1	\$8,461.11	
00-0033	7 Pin Electrical Plug	EA	1	\$0.00	
00-0060	4 Way Electric Brakes with Breakaway kit	EA	1	\$0.00	
00-0039	Flat Top	EA	1	\$0.00	
00-0046	1 Piece Seamless Aluminum Roof	EA	1	\$0.00	
00-0035	Bright Front Corners & Bright Rear Hoop	EA	1	\$0.00	
00-0038	Exterior White Out L.E.D. Lighting	EA	1	\$0.00	
00-0037	DOT Approved Lighting and Safety Equipment	EA	1	\$0.00	
00-0052	Clear 1000 Coated Door Hardware	EA	1	\$0.00	
00-0041	Limited 3 Year Warranty	EA	1	\$0.00	
A-0034	Arrow Wedge	EA	1	\$0.00	
A-0028	12" Additional Height - 84" Total Interior Height	RFT	14	\$447.16	
00-0010	2" X 4" Welded Tubular Steel Main Frame (A-77")	RFT	14	\$0.00	
00-0053	24" On Center Crossmembers	RFT	14	\$0.00	
A-0019	16" On Center Walls and Roof Studs	RFT	14	\$170.10	
00-0109	7,600# Safety Chains with S-Hook	PAIR	1	\$0.00	
00-0113	10,000# Chain Holder	PAIR	1	\$0.00	
00-0022	3500# Spring Tandem Axles	PKG	1	\$0.00	
D-37	ST205/75R15 LRD Radials	AXLE	2	\$0.00	
00-0050	15" 5 Lug Silver Steel Rims	AXLE	2	\$0.00	
00-0006	2 5/16" Coupler On A-Frame	EA	1	\$0.00	
00-0059	5,000# Top Crank A-Frame Jack	EA	1	\$0.00	
00-0042	Ramp Door With Spring Assist and Flap	EA	1	\$0.00	
F-0038	Ramp Door Hinges - Rear	EA	3	\$0.00	
00-0020	32" Curbside Econo RV Door - 76" Tail Opening	EA	1	\$0.00	
00-0018	3/8" Water Resistant Walls	RFT	14	\$0.00	
00-0016	3/4" Water Resistant Floor	RFT	22	\$0.00	
00-0002	.030 Aluminum Exterior	RFT	14	\$0.00	

Attachment: DOC100223-10022023103651 (RES-2023-894 : Authorize the Purchase of One (1) CROSS TRAILER 7' Tall Enclosed Model # 714TA

Trailer Quote TL-128

00-0076	White	RFT	14	\$0.00	
E-0010	Screwless Unit	RFT	14	\$0.00	
00-0014	24" ATP Gravel Guard	EA	1	\$0.00	
00-0036	Brushed Aluminum Fenders (9")	PAIR	1	\$0.00	
K-0004	12 Volt Wall Switch	EA	1	\$0.00	
K-0006	12 Volt LED Dome Light - 800+ Lumens	EA	2	\$0.00	

Order Notes:

Thank You For Your Business!

This is Not A Confirmed Order Until You Have Received A Confirmation Or Receipt Via Fax Or E-Mail

Customer Signature: _____

Subtotal	\$9,078.37
Freight	\$0.00
Doc/Title Fee	\$0.00
Discount	\$0.00
Total Amount	\$9,078.37

This Quote Includes Shipping
To Paynes Trailer Sales Canister, NY

Barry Payne

Attachment: DOC100223-10022023103651 (RES-2023-894 : Authorize the Purchase of One (1) CROSS TRAILER 7' Tall Enclosed Model # 714TA

Jims Trailer World Inc

7785 St Rt 31

Lyons NY 14489

Estimate

Date	Estimate #
8/28/2023	8411

Name / Address
Amherst cschreck@amhurlst.ny.us 716-572-3084

				Project
Item	Description	Qty	Cost	Total
Cross Trailers	Cross 714TA, Ramp	1	8,900.00	8,900.00
Inspection	Sticker# Plate# Yr/Make	1	6.00	6.00
Tire Fee	Waste Tire Management Fee	4	2.50	10.00
ETA 6 weeks				
Total				\$8,916.00

Customer is responsible for all Attorney Fees

Customer Signature _____

Attachment: DOC100223-10022023103651 (RES-2023-894 : Authorize the Purchase of One (1) CROSS TRAILER 7' Tall Enclosed Model # 714TA



Retail Quote - Cross Trailers

7785 RT 31 Lyons, NY 14489 United States
Phone: (315) 946-5140 Fax: (315) 946-1018

Created on: 08/28/2023

Modified on: 08/28/2023

Printed on: 08/28/2023

Dealer Name	Jim's Trailer World	Rep	Nick Desondo	Quote #	TL-12855
Rep Email	jimstrailerworldinc@gmail.com			Version #	0
Retail info/PO#	Amherst			Sales Rep	
Model	714TA	Color	White	Body Type	ARROW
Part ID	Description	UOM	QTY	Total	Notes
714TA	7X14 ALPHA SERIES	EA	1	\$8,461.11	
00-0033	7 Pin Electrical Plug	EA	1	\$0.00	
00-0060	4 Way Electric Brakes with Breakaway kit	EA	1	\$0.00	
00-0039	Flat Top	EA	1	\$0.00	
00-0046	1 Piece Seamless Aluminum Roof	EA	1	\$0.00	
00-0035	Bright Front Corners & Bright Rear Hoop	EA	1	\$0.00	
00-0038	Exterior White Out L.E.D. Lighting	EA	1	\$0.00	
00-0037	DOT Approved Lighting and Safety Equipment	EA	1	\$0.00	
00-0052	Clear 1000 Coated Door Hardware	EA	1	\$0.00	
00-0041	Limited 3 Year Warranty	EA	1	\$0.00	
A-0034	Arrow Wedge	EA	1	\$0.00	
A-0027	6" Additional Height - 78" Total Interior Height	RFT	14	\$262.50	
00-0010	2" X 4" Welded Tubular Steel Main Frame (A-77")	RFT	14	\$0.00	
00-0053	24" On Center Crossmembers	RFT	14	\$0.00	
00-0055	24" On Center Walls and Roof Studs	RFT	14	\$0.00	
00-0109	7,600# Safety Chains with S-Hook	PAIR	1	\$0.00	
00-0113	10,000# Chain Holder	PAIR	1	\$0.00	
00-0022	3500# Spring Tandem Axles	PKG	1	\$0.00	
D-37	ST205/75R15 LRD Radials	AXLE	2	\$0.00	
00-0050	15" 5 Lug Silver Steel Rims	AXLE	2	\$0.00	
00-0006	2 5/16" Coupler On A-Frame	EA	1	\$0.00	
00-0059	5,000# Top Crank A-Frame Jack	EA	1	\$0.00	
00-0042	Ramp Door With Spring Assist and Flap	EA	1	\$0.00	
F-0038	Ramp Door Hinges - Rear	EA	3	\$0.00	
00-0020	32" Curbside Econo RV Door - 74" Tall Opening	EA	1	\$0.00	
00-0018	3/8" Water Resistant Walls	RFT	14	\$0.00	
00-0016	3/4" Water Resistant Floor	RFT	22	\$0.00	
00-0002	.030 Aluminum Exterior	RFT	14	\$0.00	

Attachment: DOC100223-10022023103651 (RES-2023-894 : Authorize the Purchase of One (1) CROSS TRAILER 7' Tall Enclosed Model # 714TA

Trailer Quote TL-128

00-0076	White	RFT	14	\$0.00	
E-0010	Screwless Unit	RFT	14	\$0.00	
F-0059	Fixed Side Vents	PAIR	1	\$34.72	Roadside Front High, Curbside Rear Low
00-0014	24" ATP Gravel Guard	EA	1	\$0.00	
E-0038	6" Protecto Wrap Vapor Barrier	RFT	14	\$68.04	
00-0036	Brushed Aluminum Fenders (9")	PAIR	1	\$0.00	
K-0004	12 Volt Wall Switch	EA	1	\$0.00	
K-0006	12 Volt LED Dome Light - 800+ Lumens	EA	2	\$0.00	

Order Notes:

Thank You For Your Business!

This Is Not A Confirmed Order Until You Have Received A Confirmation Or Receipt Via Fax Or E-Mail

Customer Signature: _____

Subtotal	\$8,826.37
Freight	\$800.00
Doc/Title Fee	\$0.00
Discount	\$0.00
Total Amount	\$9,626.37

\$8,900

Attachment: DOC100223-10022023103651 (RES-2023-894 : Authorize the Purchase of One (1) CROSS TRAILER 7' Tall Enclosed Model # 714TA


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Highway
 Initiated by: **Stephen Bryan**
 Co-Sponsored by:

DOC ID: 28117

RESOLUTION 2023-895
ADOPTED

Contract - Infoquest Computer Solutions Inc - CRS #4363

Please authorize the Town Supervisor to sign the contract between the Town of Amherst Highway Department and Infoquest Computer Solutions, Inc. The contract is for sixty (60) hours of Access Software support and customization for the database for the Highway Resource Information System, Highway Track.

The total is 60 hours times \$95.00 per hour for a total of \$5,700.00 with no expiration date.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS#4363) and the approval of the Town Attorney.

10/30/2023

Consent

FINANCIAL IMPACT:

A5010 - 4090	\$3800.00
B8560 - 4090	\$500.00
C3621 - 4090	\$400.00
H8000 - 4090	\$1000.00
Total - NTE	\$5700.00

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 28138

RESOLUTION 2023-896

ADOPTED

Police Captain/Police Department

Please appoint a Police Captain to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 31, 2023 at an annual salary of \$114,616 for Kari McFayden.

This is a promotion for an employee currently serving as Lieutenant of Detectives. Replacing an employee who retired.

10/30/2023

Consent

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 28120

RESOLUTION 2023-897

ADOPTED

Accountant/Youth & Recreation

Please appoint an Accountant to the Youth & Recreation Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 31, 2023 at an annual salary of \$66,028, Grade 14, Step F for Patrice Fisher.

This is a promotion for an employee currently serving as Assistant Accountant.

10/30/2023

Consent

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


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 28121

RESOLUTION 2023-898
ADOPTED

Coordinator Federal & State Aid Programs/Economic Development Department

Please appoint a Coordinator Federal & State Aid Programs to the Economic Development Department. Temporary (PJC), Effective November 8, 2023 at an annual salary of \$72,306, Grade 16, Step F for Megan Winnert.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

10/30/2023

Consent

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


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 28144

RESOLUTION 2023-899
ADOPTED

Police Attendant - PT/Police Department (4 Positions)

Police Attendant - PT/Police Department (4 Positions), Effective October 31, 2023, Temporary, \$16.00 ph, Step 1 for Lindsey Vollmer, Jordan Cooper, Jennifer Esau and Christina Stein.

Contingent upon completing all pre-employment requirements.

10/30/2023

Consent

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Planning
 Initiated by: **Dan Howard**
 Co-Sponsored by:

DOC ID: 28150

RESOLUTION 2023-900

ADOPTED

Set a Public Hearing Date on December 4, 2023

Please schedule a public hearing on the amended Amherst Central Park Planned Unit Development (PUD) application for 772 North Forest Road, 385 Maple Road & 391 Maple Road at the December 4, 2023 Town Board meeting.

Thank you.

10/30/2023

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

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



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulp
Supervisor

Daniel C. Howard,
Planning Direc

Daniel J. Ulatowski,
Assistant Planning D

MEMORANDUM

October 20, 2023

To: Honorable Town Board

From: Daniel Howard, Planning Director *DH*

Re: Public Hearing Request

At your meeting of October 30, 2023 please schedule a public hearing on the amended Amherst Central Park Planned Unit Development (PUD) application for 772 North Forest Road, 385 Maple & 391 Maple Road at the December 4, 2023 Town Board meeting.

DH/ac

X:\Current_Planning\Files\Site Plans\2023\SP-2023-11(772 N_ Forest Road__385_&_391 Maple Road)\SP-2023-11_TB PH request memo.docx

Attachment: TB memo-102623 (RES-2023-900 : Set a Public Hearing Date on December 4, 2023)



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Planning
 Initiated by: **Daniel J. Ulatowski**
 Co-Sponsored by:

DOC ID: 28151

RESOLUTION 2023-901

ADOPTED

Request for Public Hearing - Local Law - Chapter 203 Zoning Ordinance Amendment - Auxiliary Dwelling Units

Please schedule a public hearing for November 13, 2023 at 7:00 PM to permit the Planning Department to present an amendment to the Town Zoning Ordinance, Chapter 203, Section 6-8-2, amending the existing provisions which permit auxiliary housing units.

10/30/2023

Consent

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Planning
 Initiated by: **Dan Howard**
 Co-Sponsored by:

DOC ID: 28114

RESOLUTION 2023-902

DENIED AS AMENDED

Sidewalk Waiver Request SWW-2023-02, 801 Ayer Road

Sidewalk Waiver Request - **SWW-2023-02**; Property Located at **801 Ayer Road**
 (SBL#56.11-6-22.2). Tyler Wanaler, Petitioner.

The sidewalk waiver request has been reviewed by the Planning and Engineering Departments. Attached find the reviews from both departments which give their recommendations. After consideration by the Town Board, the sidewalk waiver request is denied.

10/30/2023

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

FINANCIAL IMPACT:

None

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



Town of Amherst Planning Department

Erie County, New York



13.P.3.a

Brian J. Kulpa
Supervisor

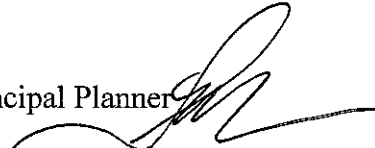
Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

MEMORANDUM

October 16, 2023

TO: Daniel C. Howard, AICP, Planning Director

FROM: Planning Department, Scott A. Marshall, Principal Planner 

SUBJECT: Sidewalk Waiver Request; **SWW-2023-02**, property located at **801 Ayer Road** (SBL #56.11-6-22.2), Tyler Wanaler, petitioner.

The subject property is located on the East side of Ayer Road 400± feet south of Klein Road and is opposite the "Canterbury Woods" senior life care community, and has 100 feet of frontage. Ayer Road is a Town of Amherst highway and is designated as a Local Collector roadway in the Town of Amherst Bicentennial Comprehensive Plan.

The surrounding area is residential in character and comprised of single homes with the multi-family senior living community to the west. This is consistent with the Town of Amherst Bicentennial Comprehensive Land Use Plan.

The petitioner is requesting that the portion of sidewalk along the frontage of 801 Ayer Road be waived, as the petitioner claims that there are no sidewalks on the east side of Ayer Road.

Upon filed inspection by staff, this statement is true and there are currently no sidewalks on the east side of Ayer Road from Maple Road north to Klein Road and there appears to be adequate area in the Ayer Road right-of-way to accommodate a sidewalk.

Based upon the above, and without a coordinated plan to install sidewalks on the east side of Ayer Road in the subject area, Renaissance Drive north to Klein Road, it is this Department's recommendation that the subject request be approved with the stipulation that sidewalks be installed at the owner's expense at such future time they may be deemed necessary by the Town Board

SM/ac

Att:

X:\Current_Planning\Files\Sidewalk Waivers\SWW 2023\SWW-2023-02_(801_Ayer_Rd)_2023\SWW-2023-03_Pln_Dpt_Rvw_10132023.doc

cc: Daniel Ulatowski, Zoning Enforcement Officer
Martin A. Polowy, Town Attorney
Mark S. Berke, Commissioner of Building
Chris Schregel, Engineering Services
Tyler Wanaler, 9159 Main St., Clarence, NY 14031
James Murty, 8285 Stahley Dr., Amherst, NY 14051



TOWN OF AMHERST ENGINEERING DEPARTMENT

ENGINEERING SERVICES DIVISION

BRIAN J. ARMSTRONG – DIRECTOR OF ENGINEERING SERVICES

September 19, 2023

TO: Daniel C. Howard, AICP, Planning Director

FROM: Christopher P. Schregel – Project Manager & Traffic Safety Coordinator

SUBJECT: Sidewalk Waiver Request, SWW-2023-02

LOCATION: 801 Ayer Road

PETITIONER: Tyler Wanaler

Recommendation:

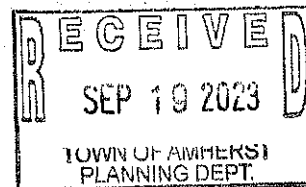
The Engineering Department recommends that this sidewalk waiver request be **denied**.

Reason:

A 4-foot wide sidewalk is constructable within the available right-of-way.

Note:

1. Engineering Department review is solely based on constructability at this specific lot. Sidewalk network connectivity, destinations, and likelihood of pedestrian travel is not considered as part of this specific review.



CPS

Cc: Mark S. Berke, Commissioner of Buildings
 Fran Spoth, Town Clerk
 Martin A. Polowy, Town Attorney
 Tyler Wanaler, 9159 Main Street, Clarence, NY 14031

Attachment: SWW-2023-02 Engineering Department review (RES-2023-902 : Sidewalk Waiver Request SWW-2023-02, 801 Ayer Road)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Police
 Initiated by: **Scott Chamberlin**
 Co-Sponsored by:

DOC ID: 28145

RESOLUTION 2023-903
ADOPTED

Intermunicipal Agreement : Town of Clarence (CRS #4346) Crossing Guards at Transit Middle School

TOWN BOARD AGENDA ITEM : OCTOBER 30, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Intermunicipal Agreement: Town of Clarence (CRS #4346)
 Crossing Guards at Transit Middle School

Kindly adopt a resolution authorizing the Supervisor to execute the attached Intermunicipal Agreement with the Town of Clarence with regard to the above matter. This agreement is has successfully completed the Contract Routing Process.

Thank you.

MSL:hs

Attachment

c: Tim Koller, Deputy Town Clerk (*w/attachment, Agenda Item: October 30, 2023*)

10/30/2023

Consent

FINANCIAL IMPACT:

Revenue: A3119 .05001

Amount: TBD

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

INTERMUNICIPAL AGREEMENT

INTERMUNICIPAL AGREEMENT (hereinafter the "Agreement") between and among the TOWN OF AMHERST and the TOWN OF CLARENCE (hereinafter the "Municipalities") for the purpose of providing school crossing guards on Transit Road.

WHEREAS, the Municipalities share a common border along Transit Road in Erie County, New York; and

WHEREAS, the Williamsville Central School District (hereinafter the "School District") encompasses portions of both Municipalities crossing said Transit Road; and

WHEREAS, the School District has requested that school crossing guards be provided for those school district children who are pedestrians crossing Transit Road from the Town of Clarence in order to attend classes at Transit Middle School which is located on the Town of Amherst side of Transit Road; and

NOW THEREFORE, the Municipalities agree as follows:

1. The Town of Amherst shall assign two (2) school crossing guards to the Transit Middle School location, during the normal school day.
2. The Town of Clarence shall pay the Town of Amherst fifty percent (50%) of the total cost of providing the school crossing guards, which shall be billed annually. The total cost for the crossing guards shall include, but is not limited to, social security, pension (if applicable), unemployment insurance and workers' compensation.
3. The terms of this Intermunicipal Agreement shall cover the period from January 1, 2024 through December 31, 2024.
4. An estimate of the costs expected to be incurred are attached hereto as Exhibit "A."

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year below written.

TOWN OF AMHERST

BY: Brian J. Kulpa
Town Supervisor

DATE: _____

TOWN OF CLARENCE

BY: Patrick Casilio
Town Supervisor

DATE: _____

STATE OF NEW YORK }
COUNTY OF ERIE }SS:
TOWN OF AMHERST }

On the _____ day of _____ in the year 2023, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian J. Kulpa, Supervisor of the Town of Amherst, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, for and on behalf of the Town of Amherst.

NOTARY PUBLIC

STATE OF NEW YORK }
COUNTY OF ERIE }SS:

On the _____ day of _____ in the year 2023, before me, the undersigned, a Notary Public in and for the State, personally appeared Patrick Casilio, Supervisor of the Town of Clarence, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, for and on behalf of the Town of Clarence.

NOTARY PUBLIC

EXHIBIT "A"**SCHOOL CROSSING GUARDS****Rate of Pay**

Hourly rates may increase based upon New York State Minimum Wage Act and/or the Town of Amherst Town Board making increases to its part time employee salary schedule.

Cost	Step 1	Step 2*	Step 3**	Step 4	Step 5	Step 6
Hourly	\$15.00/hr	\$15.30/hr	\$15.60/hr	\$15.90/hr	\$16.20/hr	\$16.50/hr
Annual	\$10,845.00	\$11,061.90	\$11,278.20	\$11,495.70	\$11,712.60	\$11,929.50

*First increment due nine (9) months from starting date

**Second increment due one (1) year from first increment date

Additional Costs

Retirement/Pension, FICA & Medicare: Costs based on actual current year rates

Cost Analysis

School Crossing Guards typically work four (4) hours per school day from September through June. New York State requirements call for 180 instructional days in a full school year. The State also mandates that each guard receive three (3) hours of annual training every year. The annual costs indicated above assume a crossing guard worked every school day for the maximum four (4) hours per day, for a total of 723 hours (with training), and includes Retirement/Pension and FICA & Medicare costs.

Unemployment

Unemployment costs, if any, would be in the range of approximately \$1500-\$1600 per year.


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Police
 Initiated by: **Scott Chamberlin**
 Co-Sponsored by:

DOC ID: 28146

RESOLUTION 2023-904
ADOPTED

Contract Extension: Metals Recycling Contract Bailey Avenue Training Facility Range Action Target, Inc. (CRS #4348)

TOWN BOARD AGENDA ITEM: OCTOBER 30, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Contract Extension: Metals Recycling Contract
 Bailey Avenue Training Facility Range
 Action Target, Inc. (CRS #4348)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract extension between the Town of Amherst (Police) and Action Target, Inc., with regard to the above-entitled matter. The original contract was approved on February 7, 2022 under Town Board Resolution number 2022-180 (CRS #3151). This contract extension has successfully completed the Contract Routing System.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: October 30, 2023**)

10/30/2023

Consent

FINANCIAL IMPACT:

Revenue TBD

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

September 28, 2023

To Whom It May Concern:

Per our executed metals recycling agreement entered into with Amherst Police Department on 2/9/2022 and extended on November 7, 2022, we would like to renew this agreement for another year and continue providing this service to your department.

Please let me know if you require anything from us further. My mobile number is 385-985-9652.

I appreciate your time.

Sincerely,

Diana Rotolo

Diana Rotolo
Program Manager
Action Target, Inc.
3411 S. Mountain Vista Pkwy.
Provo Utah 84606

Attachment: ContractforCRSROUTING (RES-2023-904 : Contract Extension: Action Target (CRS# 4348))



BETTER EQUIPPED. BETTER PREPARED.™

3411 S Mountain Vista Pkwy Provo, UT 84606 801.377.8033 801.377.8096

Packet Pg. 147

CONTRACT EXTENSION

Let this document serve as a one (1) year extension of the Agreement between the Town of Amherst, New York and Action Target, Inc., dated February 9, 2022, (CRS#3151) under the same terms and conditions as stated in the original agreement. The extension period will run from January 1, 2024 through December 31, 2024.

Agreed to and Accepted By:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

ACTION TARGET, INC.

By: _____ *Scott Wright*

Printed Name: _____ Scott Wright, CFO

Date: _____ 2023-10-03

Attachment: ContractforCRSRouting (RES-2023-904 : Contract Extension: Action Target (CRS# 4348))

Signature Certificate

Reference number: H4JKQ-CN4EY-WD2RB-HTMSG

Signer

Timestamp

Signature

Scott Wright

Email: swright@actiontarget.com

Sent:

03 Oct 2023 19:18:23 UTC

Viewed:

03 Oct 2023 19:23:49 UTC

Signed:

03 Oct 2023 19:24:02 UTC



Recipient Verification:

✓ Email verified

03 Oct 2023 19:23:49 UTC

IP address: 75.169.132.213

Location: South Jordan, United States

Document completed by all parties on:

03 Oct 2023 19:24:02 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.





Action Target Inc.
c/o Diana Rotolo
3411 S. Mountain Vista Pkwy
Provo, Utah 84606
Tel: (801) 377-8033
Fax: (801) 377-8096

METALS RECYCLING CONTRACT - LE

THIS CONTRACT ("Agreement") between Action Target Inc. and its subsidiaries, assigns, and contractors on the one hand ("ATI" or the "ATI Parties") and Customer (identified on this page below) on the other hand is effective as of the date signed by the Parties below (the "Effective Date") and includes the Attachments. ATI and Customer are sometimes referred to each as a "Party" or together as "Parties". This Agreement includes this cover page and Attachments 1. By signing, Customer authorizes ATI to use credits generated pursuant to this Agreement to pay invoices payable by Customer to Action Target for the Range Services provided by Action Target until Customer rescinds such authorization.

"Customer":	Name:	Town of Amherst Police Department	
	Address:	500 John James Audubon Pkwy.	
	City/State/Zip:	Amherst, New York 14228	
	Tel:	(716)689-1322	Fax:
	Authorized Agent:	Email:	

AUTHORIZED:

ACTION TARGET INC.

Authorized Signature

Scott Wright CFO

Printed Name and Title

2/28/22

Date of Authorization

ACCEPTED AND AGREED:

CUSTOMER:

Town of Amherst Police Department

Authorized Signature

Brian J. Kulpa, Supervisor

Printed Name and Title

2/9/22

Date of Acceptance

Attachment: ContractforCRSRouting (RES-2023-904 : Contract Extension: Action Target (CRS# 4348))

ATTACHMENT 1

TERMS AND CONDITIONS

SECTION 1. TERM. The initial Term of this Agreement begins on the date both parties sign and ends on December 31 of that year. During the Term, Customer cannot accept payment or payment-in-kind from any entity or person other than ATI for services similar to the Service offered pursuant to this Agreement. At the conclusion of the Term and each subsequent Term, this Agreement may be extended for not more than 2 successive periods of equal length at the same pricing upon mutual agreement of both parties and can only be canceled by either Party by providing written notice at least 30 days before the end of the Term.

SECTION 2. SERVICES TO BE PERFORMED. ATI will remove or cause to be removed expended brass cartridge scrap and range lead scrap (the "Service") from the Customer's range.

- a. **Scheduling.** Customer must contact ATI at 801-876-2442 or via email at recycle@actiontarget.com to schedule each Service. The date of service will be subject to ATI's availability to perform the Service and will be arranged within 3 business days of the request.
- b. **Packaging Requirements.** Lead and brass must be separately identified, separately packaged, and on separate pallets.
 1. **Brass Packaging.** Customer must have all brass materials on pallets in either 55-gallon drums or Gaylord boxes with the top covered (stretch wrap or cardboard is okay). If the materials are in drums, the drums must be strapped to pallet. Drums should be filled to capacity.
 2. **Range Lead Packaging.** Customer must have all range lead on pallets in sealed 55-gallon drums. Drums should be filled to capacity. Drums must be strapped to a pallet with one drum per pallet. Drums sent to you by Action Target will be on single drum pallets. Please use these for lead drum shipments.
 3. **Order Packaging.** Customer may order 55-gallon drums, Gaylord boxes, pallets, or super sacks by contacting ATI. Customer will pay for all other packaging including five-gallon buckets (if required).
- c. **Lead Quality.** Pricing is based on clean, indoor range steel trap lead with no other contaminants, e.g., rubber. **No floor sweepings or live rounds are to be present with lead.**
- d. **Brass Quality.** If any non-brass casings are fired on site, ATI will deduct this contaminant from brass and deduct from final weight confirmation. Small amounts of Shot shells and standard range sweeps may be in brass and is considered normal and expected, however, for large amounts of this material, after the sortation process, they must be disposed of as hazardous waste. We will deduct the following environmental fees to offset the treatment and disposal costs:

\$1.75/LB for sweeps, environmental fee will be charged for treatment and hazardous waste disposal.
\$0.40/LB for shot shells, environmental fee will be charged for hazardous waste disposal.
- e. **Weight Limits.** To receive the credit amount listed below the minimum weight for which service should be scheduled is 4,000 lbs. Weights from 3,000 to 3,999 lbs. will receive the price listed below minus \$.06 per lb. Weights from 2,999 lbs. or below will get a \$.10 per lb. premium and shipping will be deducted from final settlement. The maximum per pallet weight is 4,000 lbs. per pallet. Customer is encouraged to utilize maximum weights when possible.
- f. **Credit.** A Final Weight Confirmation Report will be emailed to Customer within one week of receipt of metals at receiving warehouse (transit time from pickup to warehouse is generally 3–7 days). Upon receipt of the Report, Customer may contact ATI and elect either (1) a Credit (plus 10% as discussed below) towards the Action Target Store, Action Target Equipment, or Action Target Services; or (2) a check; however, a check and credit may not be combined. If Customer elects a check, the check will be mailed to Customer within 30 days after receiving the Report in an amount as calculated below, subject to a possible deduction as stated herein. If Customer elects a credit, Customer will receive the Credit—in the amount the check would have been plus 10%—immediately after notifying Action Target as stated in the Report. If the customer has any outstanding unpaid balances with ATI, credit may be used to pay towards these balances. Notwithstanding anything herein, Credits expire after 24 months of Customer's receipt.
 1. **Brass shell credit.** Customer will receive 54% of the copper price (per pound, brass shells received) that is published on The London Metal Exchange (www.LME.com) for the day Customer schedules the Service.
 2. **Steel Trap lead credit.** Customer will receive 45% of the lead price (per pound of range lead received) that is published on The London Metal Exchange (www.LME.com) for the day Customer schedules the Service.
 3. **Rubber berm trap lead credit.** Customer will receive 39% of the lead price (per pound of range lead received) that is published on The London Metal Exchange (www.LME.com) for the day Customer schedules the Service. **RBT Service Contract must be signed for RBT cleaning by ATI.**

LME.com displays prices in dollars per metric ton. To convert to dollars per pound, use the following Credit Conversion Formula:

Steel Trap Range lead: (LME Price * 45%) / 2204.6 = price per pound
Rubber Berm Trap Range lead: (LME Price * 39%) / 2204.6 = price per pound
Brass: (LME Price * 54%) / 2204.6 = price per pound

For example, if LME.com gives the lead price as \$2,223, multiply that by 45%, which equals \$1,000.35. Then to convert to dollars per pound, divide that by 2204.6. This gives you a price of \$0.45 cents per pound with a minimum 4,000 lbs. Weights from 2,000 to 3,999 lbs. would receive \$0.39 per lb. and weights over 10,000 lbs. will receive an increase as set forth in Attachment 2.

ATI will pick up lead dust and will provide a credit of \$.01 per pound of lead dust.

For any questions related to scheduling, packaging requirements, quality, weight limits, or credit, please call 801-876-2442 or email recycle@actiontarget.com.

SECTION 3. CUSTOMER OBLIGATIONS. On the date of pickup, Customer must assist in transporting the recyclables to the truck that will be instructed to park on the shoulder of the public roadway.

SECTION 4. ASSIGNMENT. Customer shall not assign any of the rights or obligations provided to it by or required under this Agreement, without first obtaining the prior written consent of ATI. Any assignment made by Customer without the prior written consent of ATI shall be null and void.

SECTION 5. CREDIT ADJUSTMENT. ATI shall be entitled to adjust the Credit Conversion Formula set forth in Section 2 upon changes in worldwide metals pricing. If ATI adjusts the formula, Customer shall be entitled to terminate the agreement within 30 days of notice of adjustment. If Customer does not notify ATI in writing of termination, this Agreement shall continue as set forth in Section 1.

SECTION 6. PACKAGING. If Customer breaches this Agreement, ATI shall be entitled to a reimbursement of costs for any packaging provided to Customer and any other remedies available.

SECTION 7. GENERAL PROVISIONS. This Agreement is governed by the laws of the State of New York and any claim or dispute shall be brought in Erie County, New York. If any term, provision, or condition of the Agreement is held to be invalid, void, or unenforceable by a court or forum of competent jurisdiction, then the remaining provisions shall continue in full force and effect, provided that such unenforceability does not materially affect the parties' rights under this Agreement. All obligations arising prior to the termination of the Agreement and all provisions of the Agreement allocating responsibility or liability between Customer and ATI shall survive the completion of all Services to be performed under the Agreement. Nothing contained in the Agreement shall create a contractual relationship or a cause of action in favor of a third party against ATI. The individuals executing the Agreement warrant that they have read and understood its provisions, and that they are authorized to bind the Parties for which they sign. The relationship between the parties is that of independent contractors and nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

SECTION 8. ENTIRE AGREEMENT. This written Agreement is the entire integrated agreement between Customer and ATI and supersedes all prior negotiations, representations, or agreements, whether written or oral.

CUSTOMER AND PROJECT INFORMATION

Range Name: Amherst Police Community Policing and Training Facility
 Address: 4220 Bailey Ave. Amherst, New York 14226
 Contact Person: Kevin Brown
 Phone Number: (716) 689-1302
 Email Address: kcbrown@apdny.org
 Loading hours: 7:00 AM - 2:00 PM

VOLUME

A full 55-gallon drum of brass weighs approximately 600 lbs., a 2/3-full 55-gallon drum of lead weighs approximately 1,200 lbs., and a full-size Gaylord box of brass weighs approximately 3,000 lbs. Knowing this:

- What is your approximate monthly brass volume in drums/lbs.?
- What is your approximate monthly lead volume in drums/lbs.?
- Do you shoot frangible bullets?

- How much weight do you anticipate ATI will pick up per Service?
- How often do you anticipate scheduling Service? (Minimum pickup weight is 4,000 lbs.)
- Does your range have a Total Containment Trap with a screw auger?

ACCESS

Dock high access?	☒ YES	☐ NO
Pallet jack on site?	YES	☒ NO
Forklift on site?	YES	☒ NO
18-wheeler access?	☒ YES	☐ NO
24-foot box truck access (lift gate)?	YES	☒ NO

AMMUNITION

Are any of the following cases ("Contaminants") fired on site (if the answer to any is yes, ATI will deduct 4% from the Final Weight Confirmation sent to Customer):

Aluminum?	YES	☒ NO
Steel?	YES	☒ NO
Shotgun shells?	☒ YES	NO

If you remove all of the above Contaminants from your brass, ATI will not deduct 4%. If any shipment contains higher than 4% Contaminants, ATI shall be entitled to deduct the higher percentage on the next shipment.

No floor sweepings or live rounds are to be present with lead

Addendum to Contract VENDOR NOT ON SITE

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 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.

8. 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.

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:

Action Target
Print Name of Company

By: [Signature]
Signature

Scott Wright
Printed name

Date: 2/28/22

Agreed to and Accepted by:

Town of Amherst

By: [Signature]
Brian J. Kulpa, Supervisor

Date: 2/9/22

Attachment: ContractforCRSRouting (RES-2023-904 : Contract Extension: Action Target (CRS# 4348))

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.

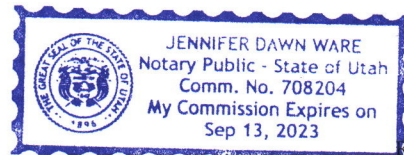
The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Action Target Inc.
 Signature: [Signature]
 Print Name: Scott Wright
 Title: CFO
 Date: 12/13/21

Sworn To Before Me This

13 Day of Dec., 20 21

Jennifer Ware
 Notary Public



Revised 4.2017

Attachment: ContractforCRSRouting (RES-2023-904 : Contract Extension: Action Target (CRS# 4348))


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Engineering Services
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 28125

RESOLUTION 2023-905
ADOPTED

Travel Request Required Operator Training Courses

The Engineering Department is requesting approval to send one (1) employee to attend the Activated Sludge training course at the Environmental Training Center at SUNY Morrisville in Morrisville, NY in January 2024. The total cost for the employee to attend the course is estimated to be \$2,112.56, and includes registration, tolls/mileage reimbursement, lodging and per diem.

The Engineering Department is also requesting to send another (1) employee to attend the Basic Laboratory Procedures training course in January 2024 and the Activated Sludge course in July 2024 at the Environmental Training Center at SUNY Morrisville in Morrisville, NY. The total cost for the employee to attend the courses is estimated to be \$2,096.06 and \$2,006.96, respectively, and includes registration, tolls/mileage reimbursement, lodging and per diem.

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

Thank you for considering this request.

10/30/2023

Consent

FINANCIAL IMPACT:

G9916-4040 and G9916-4850 ; estimated \$2,096.06 and \$2,006.96

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

- ☐ Travel in New York State and under \$750 - Department Head Approval
- ☒ Travel in New York State \$750 and over - Department Head Approval and Town Board Approval
- ☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
		Eng. Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
1/7/24	1/12/24	Environmental Training Center, SUNY Morrisville, Morrisville, NY	Activated Sludge 1/8/24-1/12/24

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 355 @ \$0.655	\$232.525	G9916-4040	
Tolls	\$18.48	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 6 @ \$ 117.00	\$702.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: \$59.00			
1st & Last Day of Travel @ 75%	\$88.50	G9916-4040	
# Breakfasts 5 @ \$ 13.00	\$65.00	G9916-4040	
# Lunches 5 @ \$ 15.00	\$75.00	G9916-4040	
# Dinners 5 @ \$ 26.00	\$130.00	G9916-4040	
# Incidentals 5 @ \$ 5.00	\$25.00	G9916-4040	
Registration/Conference Fee	\$525.00	G9916-4850	
Textbook - \$45.00 + \$14.00 shipping	\$59.00		
Other			
Subtotal	\$1,920.505 -		N/A
Contingency - 10% of subtotal or \$200	\$192.0505 -		N/A
TOTAL	\$2,112.56 -		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Travel Doc. (RES-2023-905 : Travel Request)

Activated Sludge Wastewater Treatment Process

Monday, January 8, 2024 - Friday, January 12, 2024

Register

Registration open through 1/8/2024 11:59 PM Eastern Time (US & Canada)

[Register Now](#)

Details

\$525.00 - This 24 hour course is required by the NYS Department of Environmental Conservation for persons pursuing an 'A' certification at any level. The textbook for this course is *Activated Sludge Evaluation & Control*. You can order in advance by calling the campus store at 315-684-6073.

Prerequisites

Basic Operations

Price

Registration is \$525.00

Location

Crawford Hall - Room 106

About Us


[Join](#)
[Sign In](#)

Your Stay

[Edit Stay](#)

Sun, Jan 7 – Sat, Jan 13, 2024 (6 nights)

1 room for 1 adult



Hampton Inn & Suites Cazenovia

25 Lakers Ln Cazenovia, New York 13035 USA


[Hotel details >](#)

Select a Room

Step 1 of 3

Your stay with Hampton by Hilton includes

- ✓ Free hot breakfast ✓ Free parking ✓ Free WiFi ✓ Non-smoking rooms ✓ Indoor pool ✓ Fitness center
- ✓ Pet-friendly rooms ✓ Business center

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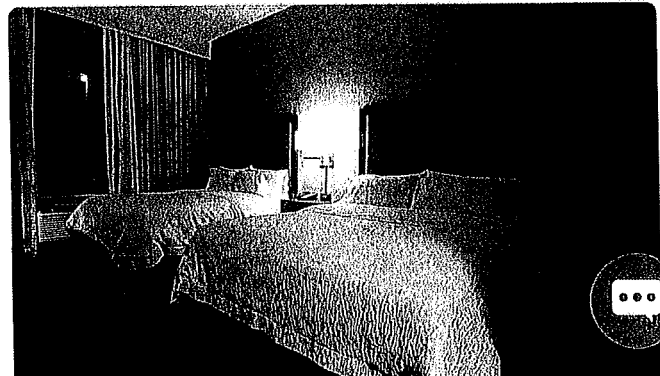
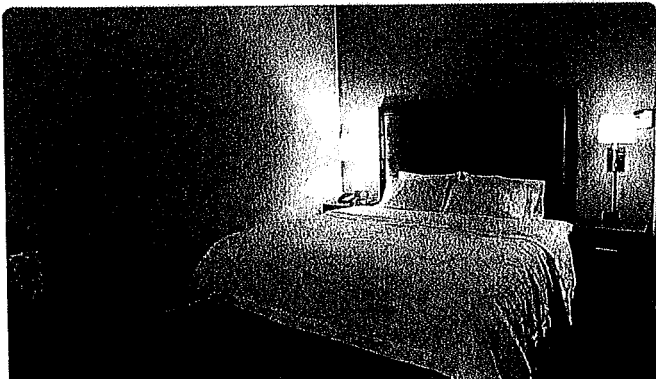
5 rooms found. We're showing the average price per night.

Select Currency

USD - US Dollar



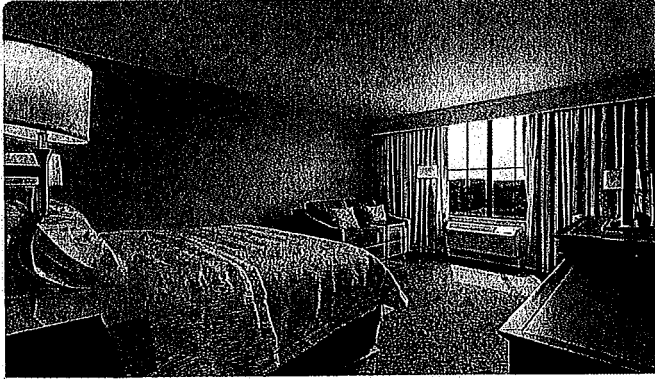
*Price change during stay



1 King W/fridge Nonsmoke

[Room details >](#)

Book From \$117*



1 King W/sofabd/fridge Ns

[Room details >](#)

Book From \$121*



1 King Microwv/fridge/wet Bar Studio Suite Ns

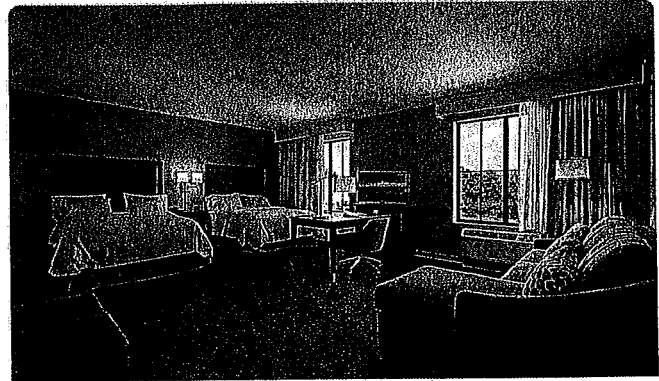
[Room details >](#)

Book From \$130*

2 Queen W/fridge Nonsmoke

[Room details >](#)

Book From \$118*



2 Qns Microwv/fridge/wetbar Studio Suite Ns

[Room details >](#)

Book From \$127*

Attachment: Travel Doc. (RES-2023-905 : Travel Request)



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Attachment: Travel Doc. (RES-2023-905 : Travel Request)



TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

- ☐ Travel in New York State and under \$750 - Department Head Approval
- ☒ Travel in New York State \$750 and over - Department Head Approval and Town Board Approval
- ☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
		Eng. Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
1/28/24	2/3/24	Environmental Training Center, SUNY Morrisville, Morrisville, NY	Basic Laboratory Procedures 1/29-2/2/24

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 355 @ \$0.655	\$232.525	G9916-4040	
Tolls	\$18.48	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 6 @ \$ 116.00	\$696.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: \$59.00			
1st & Last Day of Travel @ 75%	\$88.50	G9916-4040	
# Breakfasts 5 @ \$ 13.00	\$65.00	G9916-4040	
# Lunches 5 @ \$ 15.00	\$75.00	G9916-4040	
# Dinners 5 @ \$ 26.00	\$130.00	G9916-4040	
# Incidentals 5 @ \$ 5.00	\$25.00	G9916-4040	
Registration/Conference Fee	\$575.00	G9916-4850	
Other			
Subtotal	\$1,905.505 -		N/A
Contingency - 10% of subtotal or \$200	\$190.5505 -		N/A
TOTAL	\$2,096.06 -		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Travel Doc. (RES-2023-905 : Travel Request)



Basic Laboratory Procedures

Monday, January 29, 2024 - Friday, February 2, 2024

Register

Registration open through 1/29/2024 11:59 PM Eastern Time (US & Canada)

[Register Now](#)

Details

\$575.00 - This 30 hour course meets the NYS Department of Environmental Conservation certification requirements for laboratory proficiency. Participants must bring their own simple calculator, lab coat, and goggles. Textbook is provided at no additional charge.

Prerequisites

Basic Operations

Price

Registration is \$575.00

Location

Galbreath Hall 141

About Us



Attachment: Travel Doc. (RES-2023-905 : Travel Request)


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[Sign In](#)

Your Stay

[Edit Stay](#)

Sun, Jan 28 – Sat, Feb 3, 2024 (6 nights)

1 room for 1 adult



Hampton Inn & Suites Cazenovia

25 Lakers Ln Cazenovia, New York 13035 USA



[Hotel details >](#)

Select a Room

Step 1 of 3

Your stay with Hampton by Hilton includes

- ✓ Free hot breakfast ✓ Free parking ✓ Free WiFi ✓ Non-smoking rooms ✓ Indoor pool ✓ Fitness center
- ✓ Pet-friendly rooms ✓ Business center

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Connecting Rooms



Accessible Rooms



Use Points & Money

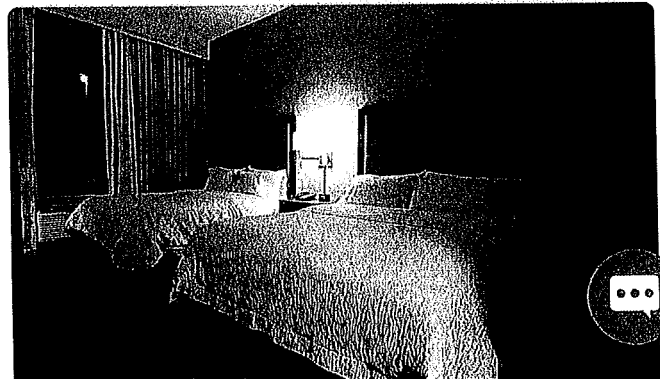
5 rooms found. We're showing the average price per night.

Select Currency

USD - US Dollar



***Price change during stay**



1 King W/fridge Nonsmoke

[Room details >](#)

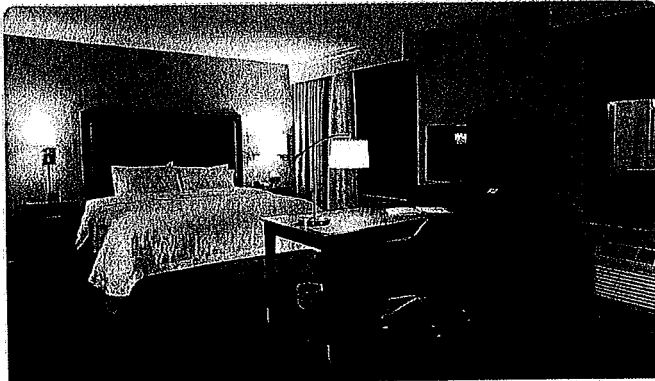
Book From \$116*



1 King W/sofabd/fridge Ns

[Room details >](#)

Book From \$120*



1 King Microwv/fridge/wet Bar Studio Suite Ns

[Room details >](#)

Book From \$129*

2 Queen W/fridge Nonsmoke

[Room details >](#)

Book From \$117*



2 Qns Microwv/fridge/wetbar Studio Suite Ns

[Room details >](#)

Book From \$126*

Attachment: Travel Doc. (RES-2023-905 : Travel Request)



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TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

- ☐ Travel in New York State and under \$750 - Department Head Approval
- ☒ Travel in New York State \$750 and over - Department Head Approval and Town Board Approval
- ☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
		Eng. Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
7/28/24	8/2/24	Environmental Training Center, SUNY Morrisville, NY	Activated Sludge 7/29/24-8/1/24

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 355 @ \$0.655	\$232.525	G9916-4040	
Tolls	\$18.48	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 5 @ \$133.00	\$665.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: \$59.00			
1st & Last Day of Travel @ 75%	\$88.50	G9916-4040	
# Breakfasts 4 @ \$13.00	\$52.00	G9916-4040	
# Lunches 4 @ \$15.00	\$60.00	G9916-4040	
# Dinners 4 @ \$26.00	\$104.00	G9916-4040	
# Incidentals 4 @ \$ 5.00	\$20.00	G9916-4040	
Registration/Conference Fee	\$525.00	G9916-4850	
Textbook - \$45.00 + \$14.00 shipping	\$59.00		
Other			
Subtotal	\$1,824.505 -		N/A
Contingency - 10% of subtotal or \$200	\$182.4505 -		N/A
TOTAL	\$2,006.96 -		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Travel Doc. (RES-2023-905 : Travel Request)

Activated Sludge Wastewater Treatment Process

Monday, July 29, 2024 - Thursday, August 1, 2024

Register

Registration open through 7/29/2024 11:59 PM Eastern Time (US & Canada)

[Register Now](#)

Details

\$525.00 - This 24 hour course is required by the NYS Department of Environmental Conservation for persons pursuing an 'A' certification at any level. The textbook for this course is *Activated Sludge Evaluation & Control*. You can order in advance by calling the campus store at 315-684-6073.

Prerequisites

Basic Operations

Price

Registration is \$525.00

Location

Crawford Hall - Room 106

About Us

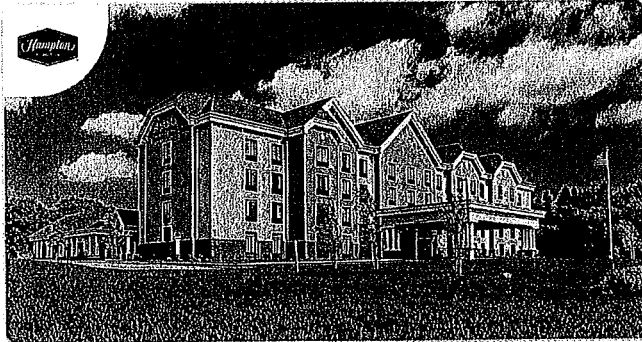

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[Sign In](#)

Your Stay

[Edit Stay](#)

Sun, Jul 28 – Fri, Aug 2, 2024 (5 nights)

1 room for 1 adult



Hampton Inn & Suites Cazenovia

25 Lakers Ln Cazenovia, New York 13035 USA


[Hotel details >](#)

Select a Room

Step 1 of 3

Your stay with Hampton by Hilton includes

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- ✓ Pet-friendly rooms ✓ Business center

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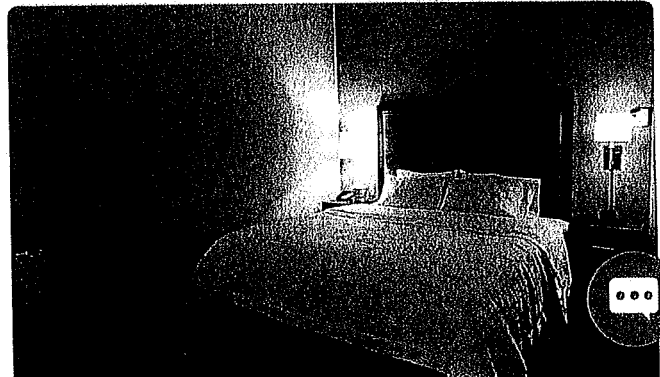
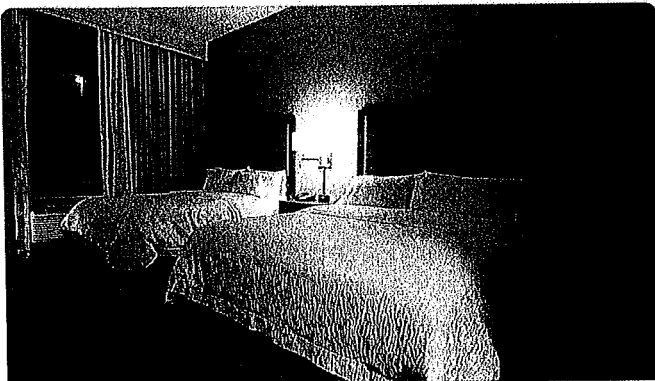
[Use Points & Money](#)

5 rooms found. We're showing the average price per night.

Select Currency

USD - US Dollar

*Price change during stay



2 Queen W/fridge Nonsmoke

[Room details >](#)

Book From \$133*



1 King W/sofabd/fridge Ns

[Room details >](#)

Book From \$138*



1 King Microwv/fridge/wet Bar Studio Suite Ns

[Room details >](#)

Book From \$145*

1 King W/fridge Nonsmoke

[Room details >](#)

Book From \$133*



2 Qns Microwv/fridge/wetbar Studio Suite Ns

[Room details >](#)

Book From \$142*

Attachment: Travel Doc. (RES-2023-905 : Travel Request)



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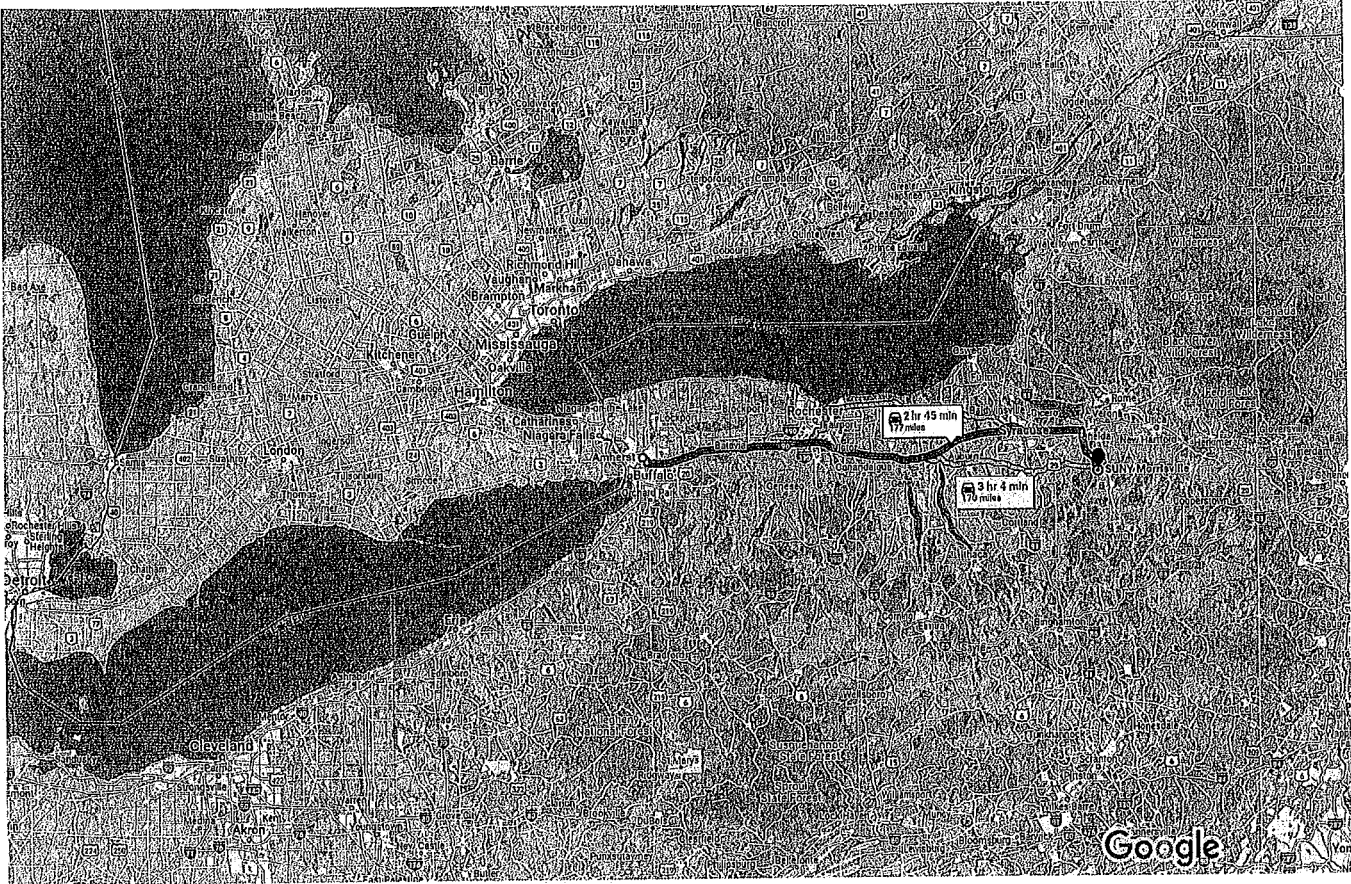
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Attachment: Travel Doc. (RES-2023-905 : Travel Request)



Google Maps

Amherst, New York to SUNY Morrisville, 80 Eaton St, Morrisville, NY 13408 Drive 177 miles, 2 hr 45 min



Map data ©2023 Google 20 mi

Amherst
New York

▲ This route has tolls.

Get on I-290 E from Campus Dr W

2 min (0.7 mi)

↑ 1. Head east on Campus Dr W

0.3 mi

➔ 2. Turn right onto Campus Ln

0.1 mi

↶ 3. Turn left at the 1st cross street onto Harlem Rd

285 ft

⬆ 4. Turn right to merge onto I-290 E

0.2 mi

Follow I-90 E to NY-13 S/N Peterboro St in Canastota. Take exit 34 from I-90 E

2 hr 20 min (161 mi)

Attachment: Travel Doc. (RES-2023-905 : Travel Request)

-  5. Merge onto I-290 E

1.8 mi
-  6. Use the left 2 lanes to take exit 1-49 to merge onto I-90 E toward Albany

159 mi
-  Toll road
-  7. Take exit 34 for NY-13 toward Canastota/Oneida

0.5 mi
-  Toll road

Take Oxbow Rd and Swamp Rd to Chenango St/Suny School District in Morrisville

- 24 min (16.0 mi)

 8. Turn left onto NY-13 S/N Peterboro St

1.3 mi
-  9. Continue straight onto Oxbow Rd

8.4 mi
-  10. Turn left onto Peterboro Rd

0.2 mi
-  11. Turn right onto Swamp Rd

4.9 mi
-  12. Continue onto Cedar St

0.5 mi
-  13. Turn left onto Main St

128 ft
-  14. Turn right onto Eaton St

0.5 mi
-  15. Turn left onto Madison Rd

0.2 mi
-  16. Continue onto Chenango St/Suny School District

443 ft

 Destination will be on the right

SUNY Morrisville

80 Eaton St Morrisville NY 13408

Thruway Authority

Toll and Distance Calculator

**Tolls from
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290
to
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13**

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS TOLLS *	TOLLS BY MAIL
Williamsville Highway Gantry --> Exit 47 (I-90 - NYS Thruway)	\$1.87	\$2.15	\$2.43
Exit 47 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	\$0.72	\$0.83	\$0.94
Exit 46 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	\$0.51	\$0.59	\$0.67
Exit 45 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	\$0.17	\$0.20	\$0.22
Exit 44 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	\$2.57	\$2.96	\$3.35
Exit 39 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	\$0.30	\$0.34	\$0.38
Exit 36 (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	\$0.18	\$0.21	\$0.23
Exit 35 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	\$0.11	\$0.12	\$0.14
Exit 34A (I-90 - NYS Thruway) --> Exit 34 (I-90 - NYS Thruway)	\$0.67	\$0.78	\$0.88
Total	\$7.10	\$8.18	\$9.24
NY E-ZPASS CUSTOMERS WILL SAVE \$2.14. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY			

* Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.

Approximate Distance: 158.8 miles

Calculate return tolls for Canastota - Oneida - Chittenango - NY Route 13 to Niagara Falls - I-290

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Pembroke Service Area	Milepost 397
Scottsville Service Area	Milepost 366
Clifton Springs Service Area	Milepost 337
Port Byron Service Area	Milepost 310

Attachment: Travel Doc. (RES-2023-905 : Travel Request)

SERVICE AREA	MILEPOST
DeWitt Service Area	Milepost 280

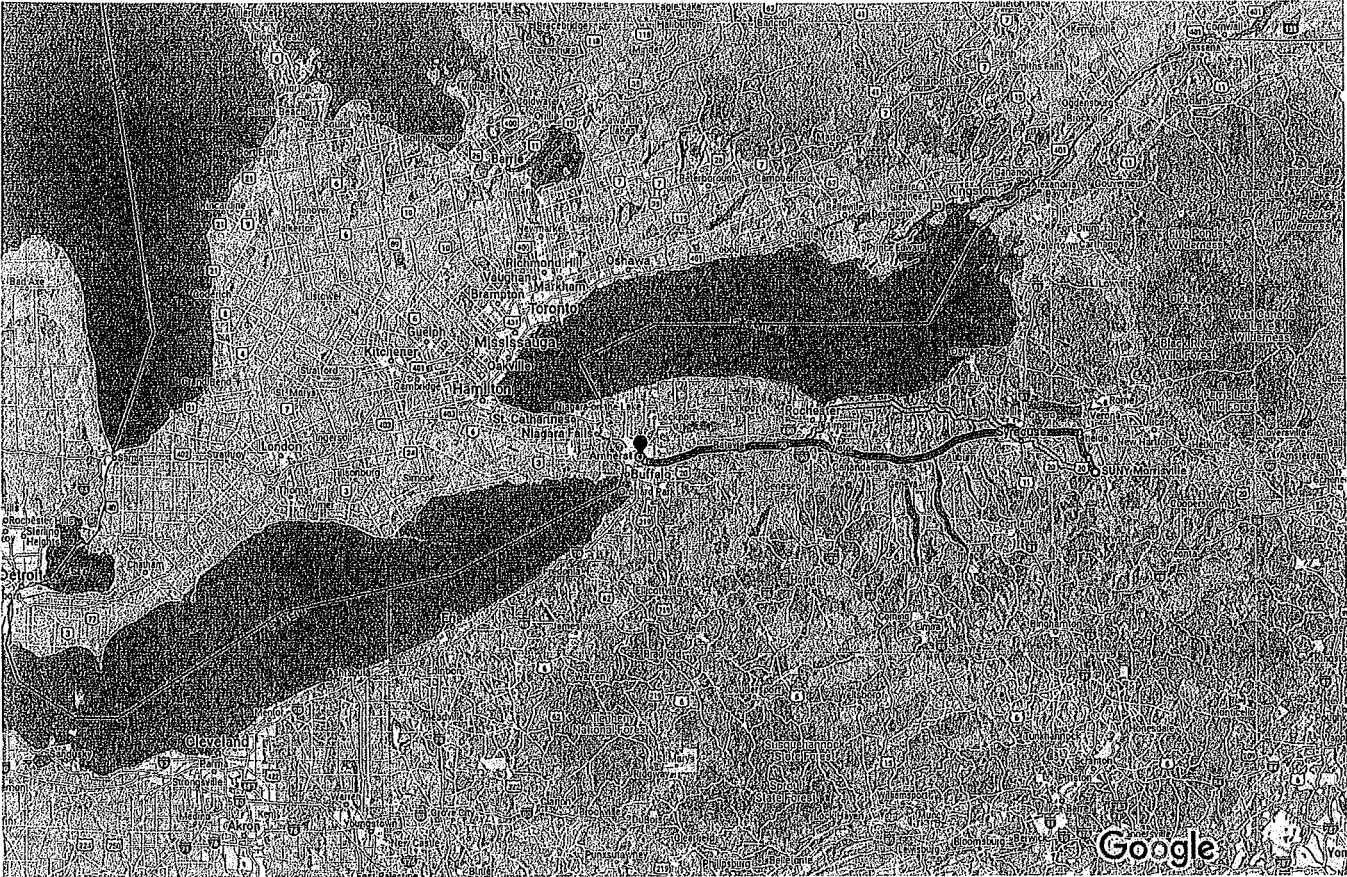
Calculate Another Trip

Back

Google Maps

SUNY Morrisville, 80 Eaton St, Morrisville, NY 13408 to Amherst, New York

Drive 178 miles, 2 hr 47 min



Map data ©2023 Google 20 mi

SUNY Morrisville
80 Eaton St, Morrisville, NY 13408

▲ This route has tolls.

Get on I-90 W in Canastota from Old County Rd and Oxbow Rd

- 25 min (16.6 mi)
- ↑ 1. Head south on Chenango St/Suny School District toward Madison Rd
 - ↑ 2. Continue straight onto Madison Rd 367 ft
 - ↪ 3. Turn right onto Eaton St 0.2 mi
 - ↩ 4. Turn left onto Main St 0.5 mi
 - ↪ 5. Turn right onto Cedar St 128 ft
 - 0.5 mi

Attachment: Travel Doc. (RES-2023-905 : Travel Request)

- ↑ 6. Continue onto Swamp Rd
0.3 mi
- ↩ 7. Turn left onto Old County Rd
3.9 mi
- ↪ 8. Turn right onto Pleasant Valley Rd
0.7 mi
- ↑ 9. Continue onto Oxbow Rd/Peterboro Rd
① Continue to follow Oxbow Rd
8.4 mi
- ↑ 10. Continue onto S Peterboro St
1.3 mi
- ↗ 11. Turn right to merge onto I-90 W
⚠ Toll road
0.8 mi

Follow I-90 W to NY-324 W/Sheridan Dr in Amherst. Take exit 6 from I-290 W

2 hr 20 min (160 mi)

- ↗ 12. Merge onto I-90 W
⚠ Toll road
158 mi
- ↪ 13. Use the right 2 lanes to take exit 50 toward I-290/Niagara FIs
⚠ Toll road
0.4 mi
- ↪ 14. Continue onto I-290 W
1.8 mi
- ↪ 15. Take exit 6 for NY-324/Sheridan Dr toward NY-240/Harlem Rd
0.2 mi

Continue on NY-324 W/Sheridan Dr. Drive to Campus Dr W in Amherst

3 min (0.8 mi)

- ↩ 16. Use the left 2 lanes to turn left onto NY-324 W/Sheridan Dr
0.5 mi
- ↩ 17. Turn left onto Getzville Rd
0.3 mi
- ↩ 18. Turn left onto Campus Dr W
10 ft

Amherst
New York

Thruway Authority

Toll and Distance Calculator

**Tolls from
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13
to
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290**

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS TOLLS *	TOLLS BY MAIL
Exit 34 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	\$0.67	\$0.78	\$0.88
Exit 34A (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	\$0.11	\$0.12	\$0.14
Exit 35 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	\$0.18	\$0.21	\$0.23
Exit 36 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	\$0.30	\$0.34	\$0.38
Exit 39 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	\$2.57	\$2.96	\$3.35
Exit 44 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	\$0.17	\$0.20	\$0.22
Exit 45 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	\$0.51	\$0.59	\$0.67
Exit 46 (I-90 - NYS Thruway) --> Exit 47 (I-90 - NYS Thruway)	\$0.72	\$0.83	\$0.94
Exit 47 (I-90 - NYS Thruway) --> Williamsville Highway Gantry	\$1.87	\$2.15	\$2.43
Total	\$7.10	\$8.18	\$9.24
NY E-ZPASS CUSTOMERS WILL SAVE \$2.14. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY			

* Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.

Approximate Distance: 158.8 miles

Calculate return tolls for Niagara Falls - I-290 to Canastota - Oneida - Chittenango - NY Route 13

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Chittenango Service Area	Milepost 266
Warners Service Area	Milepost 292
Junius Ponds Service Area	Milepost 324
Seneca Service Area	Milepost 350

Attachment: Travel Doc. (RES-2023-905 : Travel Request)

SERVICE AREA	MILEPOST
Ontario Service Area	Milepost 376
Clarence Service Area	Milepost 412

[Calculate Another Trip](#)[Back](#)

FY 2024 Per Diem Rates for ZIP Code 13408

Daily lodging rates (excluding taxes) | October 2023 - September 2024

Cities not appearing below may be located within a county for which rates are listed. To determine the county a destination is located in, visit the [Census Geocoder](#).

Primary Destination ⓘ	County ⓘ	2023 Oct	Nov	Dec	2024 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate	Applies for all locations without specified rates	\$107	\$107	\$107	\$107	\$107	\$107	\$107	\$107	\$107	\$107	\$107	\$107

Meals & Incidentals (M&IE) rates and breakdown ⓘ

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See [More Information](#)

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

Primary Destination ⓘ	County ⓘ	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel ⓘ
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25

Additional Per Diem Topics

- [Meals & Incidental Expenses Breakdown \(M&IE\)](#)
- [FAQs](#)
- [State Tax Exemption Forms](#)
- [Factors Influencing Lodging Rates](#)
- [Per Diem Highlights](#)
- [Fire Safe Hotels](#) ⚡
- [Have a Per Diem Question?](#)
- [Downloadable Per Diem Files](#)

Need more information?

- [Rates for Alaska, Hawaii, U.S. Territories and Possessions \(set by DoD\)](#) ⚡
- [Rates in Foreign Countries \(Set by State Dept.\)](#) ⚡
- [Federal Travel Regulations \(FTR\)](#)

Related topics

- [Travel Resources](#)
- [E-Gov Travel](#)
- [FedRooms](#)
- [POV Mileage Reimbursement Rates](#)

Last Reviewed: 2022-10-14

Attachment: Travel Doc. (RES-2023-905 : Travel Request)



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 28131

RESOLUTION 2023-906

ADOPTED

Travel Authorization

Authorize travel for Eric Guzdek to the US Ice Rinks Association Board of Directors meeting in Milwaukee, WI from December 3-5, 2023.

10/30/2023

Consent

FINANCIAL IMPACT:

\$0.00 - expenses to be paid by others

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

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ \$250 or LESS and under 75 miles

Department Head Approval ONLY Required

REVISED 12/22/2021

☒ \$250 + or greater than 75 miles

Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
Eric W. Guzdek	4327	Youth & Rec	(716) 631-7132

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
12/3/2023	12/5/2023	Wilwaukee, WI	U.S. Ice Rinks Board of Directors Meeting

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ \$0.585			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
0 # nights @ \$0.00	\$0.00		
Meals:			
IRS Per Diem Per Day \$0.00			
1st & Last Day of Travel @75%			
0 # Breakfasts @ \$0.00	\$0.00		
0 # Lunches @ \$0.00	\$0.00		
0 # Dinners @ \$0.00	\$0.00		
0 # Incidentals @ \$0.00	\$0.00		
Registration/Conference Fee			
Other			
Subtotal	\$0.00		N/A
Contingency - 10% of subtotal or \$200	\$0.00		N/A
TOTAL	\$0.00		

Request Approved By:

May Diana Buei
Department Head Signature

October 18, 2023
Date

Town Board :

Date of Town Board Approval

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Guzdek - Travel to US Ice Rinks (RES-2023-906 : Travel Authorization)



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 10/30/23 07:00 PM
Department: Town Clerk
DOC ID: 28143

COMMUNICATION 2023-120

APPROVED

Request for Public Hearing - 4774 & 4780 Sheridan Drive

Request from Sean Hopkins, Esq. for a public hearing with respect to the rezoning of 4774 & 4780 Sheridan Drive from R-3 to R-4.

This hearing has been scheduled for December 4th.

10/30/2023

Consent

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



October 24, 2023

Timothy J. Koller, Deputy Town Clerk
Town of Amherst Town Clerk's Office
5583 Main Street
Williamsville, NY 14221

Re: Rezoning of 4774 & 4780 Sheridan Drive from R-3 to R-4 [Z-2023-07]
Applicant/Project Sponsor: RAS Development I, LLC
File No. 10015.22

Dear Tim:

Pursuant to our telephone conversation on Monday, October 23rd, this letter is being submitted on behalf of RAS Development I, LLC ("Project Sponsor") to request that the Town Board adopt a resolution during its next meeting to be held on Monday, October 30th for the purpose of scheduling a public hearing in connection with the pending request to amend the zoning classification of the above referenced property located at 4774 and 4780 Sheridan Drive from R-3 to R-4.

The Planning Board held a public hearing on the requested rezoning of the Project Site during its meeting on Thursday, October 20th and adopted a resolution recommending that the Town Board issue a negative declaration pursuant to the State Environmental Quality Review Act ("SEQRA"), approve the requested amendment of the zoning classification of the Project Site from R-3 to R-4.

Pursuant to our conversation yesterday, the Project Sponsor is requesting that the public hearing be scheduled for the meeting of the Town Board to be held on Monday, December 5th at 7:00 p.m.

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Daniel Howard, Planning Director
Robert Savarino, RAS Development I, LLC
Patrick Sheedy Jr., P.E., Carmina Wood Design

HOPKINS SORGI & MCCARTHY PLLC

Attorneys at Law

5500 Main Street, Suite 343 • Williamsville, New York 14221

Direct: 716-510-4338 • E-mail: shopkins@hsr-legal.com • www.hsr-legal.com

Attachment: Koller-Ltr-Request to Schedule Public Hearing-10-24-23 (COM-2023-120 : Request for Public Hearing - 4774 & 4780 Sheridan Drive)



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 10/30/23 07:00 PM
Department: Town Clerk
DOC ID: 28147

15.2

COMMUNICATION 2023-121

APPROVED

Request for Public Hearing - 420 New Road

Request from Joseph Rubino for a public hearing with respect to the rezoning of 420 New Road from SA to R-3.

This hearing has been scheduled for December 4th.

10/30/2023

Consent

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

Joseph Rubino
5462 Sheridan Dr. Suite 1
Williamsville, NY 14221
716-983-1155
josephrubino@howardhanna.com

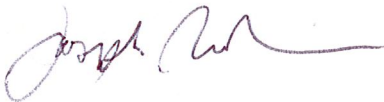
October 25, 2023

Timothy Koller, Deputy Town Clerk
Town of Amherst Town Clerk's Office
5583 Main Street
Williamsville, NY 14221

Re: Rezoning of 420 New Road from SA to R-3[Z-2023-08]
Proposed creation of two additional Residential Home Lots
Applicant/Project Sponsor: Joseph Rubino

This letter is being submitted by Joseph Rubino (Property owner & Applicant) to request the Town Board schedule a public hearing regarding the pending request to amend the zoning classification of 420 New Road from SA to R-3 during its meeting on Monday, November 13, 2023 at 7:00 p.m.

Sincerely,



Joseph Rubino

OCT25'23 PM 1:09 RCLD

Attachment: rubino letter (COM-2023-121 : Request for Public Hearing - 420 New Road)



Amherst Town Board

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

15.3

Francina J. Spoth
Town Clerk

Meeting: 10/30/23 07:00 PM
Department: Town Clerk
DOC ID: 28122

COMMUNICATION 2023-122

REFERRED

Summons and Complaint: Fifth Third Bank, N.A. Vs. Town of Amherst Et Al.

10/30/2023

Referred to Town Attorney

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE----- X
FIFTH THIRD BANK, N.A.,

Plaintiff,

- against -

THERESA A. PUGLIESE, STEPHEN M. PUGLIESE A/K/A STEPHEN PUGLIESE, NICHOLAS R. PUGLIESE, TOWN OF AMHERST, AS LEAD COMMUNITY FOR THE AMERST-CHEEKTOWAGA-TONAWAND, THE PEOPLE OF THE STATE OF NEW YORK, ISPC, and "JOHN DOE No. 1" through "JOHN DOE No. 100" inclusive, the name of the last 100 defendants being fictitious, the true names of said defendants being unknown to plaintiff, it being intended to designate fee owners, tenants or occupants of the lien premises and/or persons or parties having or claiming an interest in or a lien upon the lien premises, if the aforesaid individual defendants are living, and if any or all of said individual defendants be dead, their heirs at law, next of kin, distributees, executors, administrators, trustees, committees, devisees, legatees, and assignees, lienors, creditors and successors in interest of them and generally all persons having or claiming under, by, through, or against the said defendants named as a class, of any right, title, or interest in or lien upon the premises described in the complaint herein,

Defendant(s).

----- X
To the above named Defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Index No.

Date Purchased:

Plaintiff designates
ERIE County as the place of
trial.

SUMMONS

The basis of venue is:
The location of real property
being foreclosed

NOTICE

YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this Summons and Complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

Executed on this 29 day of September, 2023
Melville, New York

ALDRIDGE PITE, LLP.



By: Gabrielle Costa, Esq.
Attorneys for Plaintiff
Six Piedmont Center
3525 Piedmont Road, N.E.
Suite 700
Atlanta, GA 30305
631-454-8059

WE ARE A DEBT COLLECTOR AND ARE ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

Defendants' Address:

THERESA A. PUGLIESE
52 MARIAN DRIVE
TONAWANDA, NY 14150

STEPHEN M. PUGLIESE A/K/A STEPHEN PUGLIESE
52 MARIAN DRIVE
TONAWANDA, NY 14150

NICHOLAS R. PUGLIESE
52 MARIAN DRIVE
TONAWANDA, NY 14150

TOWN OF AMHERST, AS LEAD COMMUNITY FOR
THE AMERST-CHEEKTOWAGA-TONAWAND
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

THE PEOPLE OF THE STATE OF NEW YORK
80 STATE STREET
ALBANY, NY 12207

ISPC
80 STATE STREET
ALBANY, NY 12207

“JOHN DOE No. 1” through “JOHN DOE No. 100”
52 MARIAN DRIVE
TONAWANDA, NY 14150

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE-----X
FIFTH THIRD BANK, N.A.,

Plaintiff,

- against -

THERESA A. PUGLIESE, STEPHEN M. PUGLIESE A/K/A STEPHEN PUGLIESE, NICHOLAS R. PUGLIESE, TOWN OF AMHERST, AS LEAD COMMUNITY FOR THE AMERST-CHEEKTOWAGA-TONAWAND, THE PEOPLE OF THE STATE OF NEW YORK, ISPC, and "JOHN DOE No. 1" through "JOHN DOE No. 100" inclusive, the name of the last 100 defendants being fictitious, the true names of said defendants being unknown to plaintiff, it being intended to designate fee owners, tenants or occupants of the lien premises and/or persons or parties having or claiming an interest in or a lien upon the lien premises, if the aforesaid individual defendants are living, and if any or all of said individual defendants be dead, their heirs at law, next of kin, distributees, executors, administrators, trustees, committees, devisees, legatees, and assignees, lienors, creditors and successors in interest of them and generally all persons having or claiming under, by, through, or against the said defendants named as a class, of any right, title, or interest in or lien upon the premises described in the complaint herein,

Defendant(s).

-----X

Plaintiff, by its attorneys, Aldridge Pite, LLP. complaining of defendant(s),

alleges:

- At all times herein mentioned, plaintiff was, and still is a corporation organized and existing under and by virtue of the laws of the United States of America, authorized to transact business in the State of New York.
- Upon information and belief, at all times herein mentioned defendants THERESA A. PUGLIESE, STEPHEN M. PUGLIESE A/K/A STEPHEN PUGLIESE and NICHOLAS R. PUGLIESE were and still are, residents of ERIE County, State of New York.

INDEX NO.

COMPLAINT

Attachment: DOC102323-10232023134829 (COM-2023-122 : Summons and Complaint: Fifth Third Bank, N.A. Vs. Town of Amherst Et Al.)

AS AND FOR A FIRST CAUSE OF ACTION

3. On August 9, 2013, for valuable consideration, and for the purpose of securing payment to COLE TAYLOR BANK in the sum of \$101,134.00, with interest thereon, THERESA A. PUGLIESE duly executed, acknowledged and delivered to COLE TAYLOR BANK, a mortgage note (the "NOTE"), whereby said defendant bound themselves to COLE TAYLOR BANK in the amount of \$101,134.00 with interest thereon.

4. As collateral security for the payment of the aforesaid indebtedness, THERESA A. PUGLIESE, STEPHEN M. PUGLIESE A/K/A STEPHEN PUGLIESE and NICHOLAS R. PUGLIESE on the same day, duly executed, acknowledged and delivered to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR COLE TAYLOR BANK, a Mortgage in the sum of \$101,134.00. The Mortgage was duly recorded on August 9, 2013, in Official Record Book M 13 648, at Page 5783, (the "MORTGAGE") whereby THERESA A. PUGLIESE, STEPHEN M. PUGLIESE A/K/A STEPHEN PUGLIESE and NICHOLAS R. PUGLIESE mortgaged to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR COLE TAYLOR BANK, its successors and assigns forever, the premises commonly known as 52 MARIAN DRIVE, TONAWANDA, NY 14150, more particularly described in Schedule (A) attached hereto, together with the improvements thereon erected. Any applicable mortgage tax was duly paid simultaneously with said recordation.

5. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR COLE TAYLOR BANK, BENEFICIARY ITS SUCCESSORS AND ASSIGNS assigned all of its rights, title and interest in the Mortgage by way of an assignment executed May 5, 2022 to FIFTH THIRD BANK, NATIONAL ASSOCIATION. The assignment was duly

recorded on May 27, 2022, in Official Record Book M 14054, at Page 3 15.

6. Plaintiff is the holder and owner of the aforesaid Note and Mortgage and has complied with all the provisions of section five hundred ninety-five A of the banking law, section six-l or six-m of the banking law, and RPAPL section thirteen hundred four of this article.

7. THERESA A. PUGLIESE, STEPHEN M. PUGLIESE A/K/A STEPHEN PUGLIESE and NICHOLAS R. PUGLIESE failed, neglected and refused to comply with the provisions of the Note and Mortgage by failing to make and pay the installment of principal and interest due and owing on December 1, 2021 and thereafter, despite due demand therefore. Said default has continued for more than fifteen (15) days after the due date thereof.

8. By reason of the aforesaid, plaintiff has elected to declare the unpaid principal sum of the Note and Mortgage in the amount of \$83,696.51 with accrued interest at 3.75000% per annum, from November 1, 2021 to be immediately due and payable. Said election was made pursuant to and in compliance with RPAPL Section 1304. Plaintiff, or its servicing agent, has complied with the 90-day notice provision and the reporting requirement to the New York State Superintendent of Banks, pursuant to RPAPL Section 1306.

9. By reason of the aforesaid, there is due and owing to plaintiff the sum of \$83,696.51, with interest thereon at 3.75000% per annum from November 1, 2021.

10. ISPC and THE PEOPLE OF THE STATE OF NEW YORK are each named as a defendant herein by reason of judgments. Copies of the judgments attached.

11. Defendant, TOWN OF AMHERST, AS LEAD COMMUNITY FOR THE AMERST-CHEEKTOWAGA-TONAWANDA HOME CONSORTIUM, is named as a defendant herein by reason of a Subordinate Mortgage in the sum of \$31,062.00 dated November 21, 2017 and recorded in the Office of the Clerk in the County of ERIE on January 2, 2018, in Official Record

Book M 13841, at Page 1496.

12. Defendants, "JOHN DOE No. 1" through "JOHN DOE No. 100" inclusive, the name of the last 100 defendants being fictitious, the true names of said defendants being unknown to plaintiff, it being intended to designate fee owners, tenants or occupants of the lien premises and/or persons or parties having or claiming an interest in or a lien upon the lien premises, if the aforesaid individual defendants are living, and if any or all of said individual defendants be dead, their heirs at law, next of kin, distributees, executors, administrators, trustees, committees, devisees, legatees, and assignees, lienors, creditors and successors in interest of them and generally all persons having or claiming under, by, through, or against the said defendants named as a class, of any right, title, or interest in or lien upon the premises described in the complaint herein, are named as defendants herein as having or claiming an interest in or lien upon the Premises which interest or lien is subject to the lien of plaintiff's mortgage.

13. Each of the above named defendants has or claims to have or may claim to have some interest in or lien upon the Premises or some part thereof, which interest or lien, if any, has accrued and is subject and subordinate to the lien of the Note and Mortgage.

14. The mortgaged premises are subject to and should be sold subject to any state of facts an accurate survey or inspection of the premises would show, encroachments, covenants, restrictions, agreements and easements of record, if any, real estate taxes and zoning restrictions and otherwise of any governmental authority having jurisdiction thereover affecting said premises and any prior mortgages or liens of record and the rights of the United States of America to redeem the Premises.

15. Plaintiff shall not be deemed to have waived, altered, released or changed its election hereinbefore made by reason of receipt of any payments, after the date of the commencement of

this action or of any or all of the defaults mentioned herein, and such election shall continue and remain effective until the principal sum secured, the costs and disbursements of this action, and any and all future defaults under the aforesaid Note(s) or Mortgage(s) occurring prior to a discontinuance of this action are fully paid.

16. The subject Mortgage provides in part as follows:

Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this security instrument. This requirement is called "IMMEDIATE PAYMENT IN FULL."

If Lender requires immediate payment in full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "FORECLOSURE AND SALE." The further rights of the Lender including the right to collect all costs, disbursements and attorney's fees from the borrowers are set forth in Paragraph 18 of the Mortgage.

17. Upon information and belief, no other action is pending at law, or otherwise, for the recovery of the sum, or any part thereof, secured by the Note and Mortgage.

AS AND FOR A SECOND CAUSE OF ACTION

18. By reason of the aforesaid provisions set forth in the Mortgage, there is due and owing to plaintiff reasonable attorneys' fees, plus costs and disbursements. The plaintiff requests that the court award these fees, costs and disbursements in the judgment of foreclosure and sale.

AS AND FOR A THIRD CAUSE OF ACTION

19. Plaintiff repeats and reiterates each and every allegation of the Complaint in paragraphs "1" through "18" with the same force and effect as if set forth herein.

20. That this action is brought in part pursuant to Article 15 of the Real Property Actions and Proceedings Law.
21. That no personal claim is being made against the defendants herein under the Third Cause of Action unless said defendants shall assert a claim adverse the claim of the Plaintiff as set forth in the Complaint herein.
22. That the Mortgage dated August 9, 2013 and recorded in the County of ERIE on August 9, 2013 in Book: M 13648, at Page: 5783 has been duly recorded against the premises known as 52 MARIAN DRIVE, TONAWANDA, NY 14150 bearing tax map designation Section: 53.51, Block: 4, Lot: 15 and more fully described in Schedule "A." The aforesaid instrument was ultimately assigned to FIFTH THIRD BANK, NATIONAL ASSOCIATION by assignment of mortgage recorded in Book: M 14054, at Page: 315.
23. That the Deed dated August 21, 2017 and recorded in the County of ERIE on August 22, 2017 in Book: D 11317 at Page: 5928 has been duly recorded to transfer interest in the aforementioned property from THERESA A. PUGLIESE, STEPHEN M. PUGLIESE A/K/A STEPHEN PUGLIESE and NICHOLAS R. PUGLIESE to THERESA A. PUGLIESE.
24. That through mutual mistake of the parties to the transaction, the Schedule "A" containing the property description recorded with the Subject Mortgage differs from the Schedule "A" containing the property description recorded with the Deed; in that, the property description recorded with the Subject Mortgage reads "ALL THAT PLOT OF LAND" and the property description recorded with the Deed reads "ALL THAT TRACT OR PARCEL OF LAND."
25. That the parties to the Deed intended the abovementioned Deed to encumber and refer to the subject premises as described in the Subject Mortgage.

26. That the legal descriptions on both the Subject Mortgage and the Deed describe the same property.
27. That by virtue of the fact that the aforesaid Deed is indexed against the premises, Plaintiff has an interest in the premises.
28. That the Plaintiff will make a request in the Order of Reference that this Court issue an Order deeming the aforementioned Subject Mortgage and Deed as describing the same property.
29. That the requested relief will not prejudice the defendants.
30. That this Court has jurisdiction to grant such relief and the Plaintiff has no adequate remedy at law.

WHEREFORE, plaintiff demands judgment as follows:

(a) Defendant(s) and all persons claiming under said defendant(s) or any of them subsequent to the filing of a Notice of Pendency of this action in the appropriate County Clerk's Office, and every person whose conveyance is subsequent or subsequently recorded, be barred and foreclosed of all right, title, claim or lien and equity of redemption in said mortgaged premises; that such mortgaged premises be decreed to be sold as one parcel, subject to and should be sold subject to any state of facts an accurate survey or inspection of the premises would show, encroachments, covenants, restrictions, agreements and easements of record, if any, real estate taxes and zoning restrictions and otherwise of any governmental authority having jurisdiction thereover affecting said premises and any prior mortgages or liens of record and the rights of the United States of America to redeem the Premises, and that the monies arising from said lien be paid into Court;

On the first cause of action:

(b) Plaintiff be paid the principal amount due on its Mortgage with interest thereon at

3.75000% per annum from November 1, 2021, plus late charges, together with the amount of taxes, assessments, water charges, insurance premiums and other similar charges paid by plaintiff, if any, with interest on the subject amounts from the date of such payment by plaintiff, the expenses of this sale, together with any sum or sums to be paid to plaintiff to protect the security afforded by said Mortgage, including, but not limited to, watchmen or caretakers' fees, and fees incurred during the pendency of this action until the closing of title with the purchaser under the foreclosure sale; and that any sum so paid shall be added to the sums otherwise due to plaintiff pursuant to plaintiff's claims herein and to be deemed secured by the Note(s) and Mortgage(s) as therein provided; and they be declared a valid lien on the premises herein described, all with interest thereon from the date of each such amount, so far as the amount of such monies properly allocable thereto will pay the same; and that the defendant, THERESA A. PUGLIESE may be adjudged to pay the whole residue, or so much thereof as the Court may determine to be just and equitable, of the debt remaining unsatisfied after a sale of the mortgaged premises and the application of the proceeds pursuant to the directions contained in such judgment, and that in the event that plaintiff possesses any other lien(s) against said mortgaged premises either by way of judgment, junior mortgage or otherwise, plaintiff requests that such other lien(s) shall not be merged in plaintiff's cause(s) of action set forth in this complaint but that plaintiff shall be permitted to enforce said other lien(s) and/or seek determination of priority thereof in any independent action(s) or proceeding(s), including, without limitation, any surplus money proceedings;

On the second cause of action:

(c) Plaintiff be awarded the costs and disbursements of this action, plus reasonable attorneys' fees;

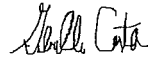
On the third cause of action:

(d) That the property described in the Subject Mortgage is the same property as described in the Deed, and that the Deed encumbers the same property as described in the Subject Mortgage from the date of recording;

(e) Plaintiff has such other and further relief as this Court may deem just and proper.

Executed on this 29 day of September, 2023
Melville, New York

Aldridge Pite, LLP.



By: Gabrielle Costa, Esq.
Attorneys for Plaintiff
Six Piedmont Center
3525 Piedmont Road, N.E.
Suite 700
Atlanta, GA 30305
631-454-8059
Fax 631-454-8169

**WE ARE A DEBT COLLECTOR AND ARE ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE**

Attachment: DOC102323-10232023134829 (COM-2023-122 : Summons and Complaint: Fifth Third Bank, N.A. Vs. Town of Amherst Et Al.)



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 10/30/23 07:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 28160

RESOLUTION 2023-907

ADOPTED

Contract for Emergency Repair of HID Streetlights CRS #4389

Suspension Item to Town Board Agenda of October 30, 2023 Contract for Emergency Repair of HID Streetlights CRS #4389

To: Councilmember Bucki
From: Lynda Juul
Date: October 30, 2023
Re: Streetlight Repair Contract

Attached please find an Emergency Purchase Documentation Form related to streetlight repair. This contract is for the repair of existing HID streetlights while the LED conversion is taking place. The number of streetlights with existing issues is greater than anticipated, and repair is needed immediately due to safety concerns.

Pricing of several vendors was compared, with LEDES's pricing found to be the most beneficial to the Town. They were also available to begin work immediately.

The contract will be routed through the Contract Routing System.

10/30/2023

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

FINANCIAL IMPACT:

A5182-4110 and E9997-4110; Amount TBD

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

Town of Amherst Emergency Purchase Documentation Form

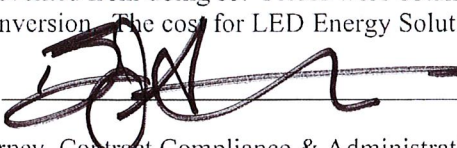
This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisor's absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property, or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: 10/17/2023
2. Date you received approval from the Supervisor: 10/17/23 Supervisor's Initials: BK
3. Date of Town Board work session where Board is notified: 10/30/2023
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (attach additional detail if necessary): Contract for repair of existing HID streetlights while LED conversion is in place. The number of streetlights with existing issues is much greater than anticipated and needs to be addressed before the conversion is complete.
5. Is there adequate funding in your current operating budget to cover this purchase? Yes
Identify budget Org/Object: A5182-4110; E9997-4110
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: The need for a contract for these services was not anticipated prior to the purchase of the streetlight asset. Due to the high number of outage complaints, a contract is needed as soon as possible, especially as the days are currently getting shorter. This service will be bid once conversion is complete.
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: Prices were obtained from LED Energy Solutions, and from the two vendors complete the conversion. The cost for LED Energy Solutions was the lowest of the three.

8. Department Head Signature: 

Date: 10/30/23

CC: Town Board, Town Attorney, Contract Compliance & Administration

For Contract Compliance & Administration Use Only

Date of Town Board Resolution:

Emergency Purchase Tracking/Res #: