IN MEMORY

I. INVOCATION

Councilmember Popowich

II. PLEDGE OF ALLEGIANCE

Councilmember Popowich

III. ROLL CALL:

7:00 PM Meeting called to order on October 6, 2014 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Organization</th>
<th>Title</th>
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<tbody>
<tr>
<td>Barry A. Weinstein</td>
<td>Town of Amherst</td>
<td>Supervisor</td>
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<tr>
<td>Guy R. Marlette</td>
<td>Town of Amherst</td>
<td>Deputy Supervisor</td>
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<td>Mark A. Manna</td>
<td>Town of Amherst</td>
<td>Councilmember</td>
<td>Present</td>
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<td>Steven D. Sanders</td>
<td>Town of Amherst</td>
<td>Councilmember</td>
<td>Present</td>
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<tr>
<td>Ramona D. Popowich</td>
<td>Town of Amherst</td>
<td>Councilmember</td>
<td>Present</td>
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<td>Marjory Jaeger</td>
<td>Town of Amherst</td>
<td>Town Clerk</td>
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<td>Kathleen Cooper</td>
<td>Town of Amherst</td>
<td>Deputy Town Clerk</td>
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<tr>
<td>E. Thomas Jones</td>
<td>Town of Amherst</td>
<td>Town Attorney</td>
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<td>Patrick Kelly</td>
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<td>Darlene Carroll</td>
<td>Town of Amherst</td>
<td>Comptroller</td>
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<tr>
<td>Thomas Ketchum</td>
<td>Town of Amherst</td>
<td>Commissioner of Building</td>
<td>Present</td>
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<tr>
<td>Eric Gillert</td>
<td>Town of Amherst</td>
<td>Planning Director</td>
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<td>John Askey</td>
<td>Town of Amherst</td>
<td>Chief of Police</td>
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<tr>
<td>Gary Black</td>
<td>Town of Amherst</td>
<td>Asst Planning Director</td>
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IV. MINUTES

1. Monday, September 22, 2014

RESULT: ACCEPTED [UNANIMOUS]

MOVER: Barry A. Weinstein, Supervisor

SECONDER: Guy R. Marlette, Deputy Supervisor

AYES: Weinstein, Marlette, Manna, Sanders, Popowich

V. PUBLIC HEARINGS

Speakers will be limited to 5 minutes.

1. Resolution 2014-1047

Town Rezoning from CF to RC

Adoption of Local Law to Amend the Zoning Map

(1450, 2400, 2500, 2655, and 4283 Tonawanda Creek Rd; 148 and 250 Brenon Rd.; 10 Creekside Dr.; 1047 Campbell Blvd.; 1681, 3800, 3500, 2801, 3001, and 4001 North French Rd.; 1225 Smith Rd.; 2455 Dodge Rd., and 9600 Transit Rd.; Z-2014-22)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of August 21, 2014 that the proposed Recreation Conservation (RC) zoning at 1450, 2400, 2500, 2655, and 4283 Tonawanda Creek Road; 148 and 250 Brenon Road; 10 Creekside Drive; 1047 Campbell Boulevard; 1681, 3800, 3500, 2801, 3001, and 4001 North French Road; 1225 Smith Road; 2455 Dodge Road, and 9600 Transit Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed zoning is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed zoning at this location, and be it further
RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Town Zoning map.

10/06/2014
A motion to open the public hearing was made by Supervisor Weinstein, seconded by Deputy Supervisor Marlette, and unanimously approved 5-0. The public hearing was opened at 7:05 PM.

Gary Black, Asst. Planning Director, presented and answered questions from the Town Board.

The following speakers addressed the Town Board:
Dr. Patrick Welch, 78 Treebrooke Dr.
Thomas Frank, Main St.

As there were no further speakers, Supervisor Weinstein motioned to close the public hearing, seconded by Deputy Supervisor Marlette and unanimously approved 5-0. The public hearing was closed at 7:19 PM.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Barry A. Weinstein, Supervisor
SECONDER: Ramona D. Popowich, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

2. Resolution 2014-1048

Local Law to Amend the Zoning Ordinance: Setbacks & Height Regulations.

DRAFT RESOLUTION
(10/06/14)

Denial of Request to Amend the Zoning Ordinance Text
Setback and Height Regulations
(ZTA-2014-06)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the Town Board determines that the subject action is a Type II action under SEQR and no environmental review is required, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of August 21, 2014 that the proposed Zoning Ordinance text amendment for setback and height regulations is not consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the
Town Board denies the request to amend the Zoning Ordinance text for setback and height regulations.

**10/06/2014**
A motion to open the public hearing was made by Supervisor Weinstein, seconded by Deputy Supervisor Marlette, and unanimously approved 5-0. The public hearing was opened at 7:22 PM.

Gary Black, Asst. Planning Director, presented and answered questions from the Town Board.

The following speakers addressed the Town Board with their questions regarding the setback and height changes:
- Jim Tricoli, 4 Columbia Dr.
- Dr. Patrick Welch, 78 Treebrooke Dr.
- Sandra Koerber, 54 Frankhauser Rd.

As there were no further speakers, Supervisor Weinstein motioned to close the public hearing, seconded by Councilmember Manna and unanimously approved 5-0. The public hearing was closed at 7:50 PM.

Thomas Ketchum, Building Commissioner, addressed the Board. He advised that the wording in the local law needs to be adjusted to more clearly reflect the changes. Gary Black will make the corrections and give copies to the Town Board for review 10 days prior to the vote.

Decision Date set for Oct. 20, 2014.

**10/20/2014**
A motion was made by Deputy Supervisor Marlette to reschedule the Decision Date to November 3rd as there were further changes to the draft local law. The motion was seconded by Councilmember Sanders and unanimously approved 5-0.

Decision Date set for Nov. 3, 2014.

**11/03/2014**
A motion was made by Deputy Supervisor Marlette to approve with the resolution listed below:

**RESOLUTION**
(11/3/14)

Adoption of Local Law to Amend the Zoning Ordinance
Setback and Height Requirements
ZTA-2014-06

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, the proposed Zoning Ordinance amendment is a Type 1 action, and that it is determined that the Zoning Code Text Amendment is not expected to have a significant adverse impact on the environment and issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board finds that the proposed Zoning Ordinance amendment to create the setback and height requirements
RESOLVED, that to the extent the proposed Zoning Ordinance text amendment is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed amendment, and be it further

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

The motion was seconded by Supervisor Weinstein and unanimously approved 5-0.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>DECISION DATE [UNANIMOUS]</th>
<th>Next: 10/20/2014 7:00 PM</th>
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<tr>
<td>MOVER:</td>
<td>Guy R. Marlette, Deputy Supervisor</td>
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<td>SECONDER:</td>
<td>Barry A. Weinstein, Supervisor</td>
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<tr>
<td>AYES:</td>
<td>Weinstein, Marlette, Manna, Sanders, Popowich</td>
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</table>

3. Resolution 2014-1049

2015-2020 Capital Improvement Program (CIP)

The 2015 CIP is available for viewing at the Williamsville, Clearfield, Audubon, and Eggertsville-Snyder Libraries, the Planning Department, and on the Town of Amherst web site.

10/06/2014
A motion to open the public hearing was made by Deputy Supervisor Marlette, seconded by Councilmember Manna, and unanimously approved 5-0. The public hearing was opened at 8:03 PM.

Dan Howard, Associate Planner, presented and answered questions from the Town Board.

The following speakers addressed the Town Board:
Lois Shriver, ACAC - Requested approval and support from the Board to have slated improvements done at the State Park and Dann Lake Park.
Kathy Eppolino, Maple Rd. - Questioned changes to Maplemere traffic signal
Phil Danielson, 72 Lily Brooke Ct. - In favor of drainage improvements for Ransom Oaks, opposed to extension of Glen Oak Dr. to Transit Rd.

As there were no further speakers, Supervisor Weinstein motioned to adjourn the public hearing, seconded by Deputy Supervisor Marlette and unanimously approved 5-0. The public hearing was adjourned at 8:24 PM.

Supervisor Weinstein stated the Board’s major commitment in the CIP Budget to paving in Amherst, waterline projects, culvert replacement in Ransom Oaks to reduce flooding, he acknowledged Lois Shriver’s request for park improvements, and the traffic signal replacement at Maplemere is for a more modern traffic signal.

10/14/2014
A motion to open the public hearing was made by Supervisor Weinstein, seconded by Deputy Supervisor Marlette, and unanimously approved 5-0. The public hearing was opened at 3:04 PM.

The following speakers addressed the Town Board in opposition to an extension of Glen Oak:
Colleen Bogdan, 108 Summershade Ct.
Chris Bogdan, 536 Glen Oak Dr.
Jim Benesch, 67 Lily Brooke Ct.

As there were no further speakers, Supervisor Weinstein motioned to adjourn the public hearing, seconded by Councilmember Manna and unanimously approved 5-0. The public hearing was adjourned at 3:14 PM.

10/20/2014
A motion to open the public hearing was made by Supervisor Weinstein, seconded by Councilmember Sanders, and unanimously approved 5-0. The public hearing was opened at 7:24 PM.

Don Smith, N. Long St. Addressed the Town Board pointing out errors in CIP budget under Highway Dept. (H-1), Library (L-1), and Youth & Recreation (YR-1).
The following speakers addressed the Town Board in opposition to a Glen Oak Dr. extension to Transit Road:
Phil Danielson, 72 Lily Brooke Ct.
Chris Bogdan, 536 Glen Oak Dr.
Makala Poissant, Opal Ct.
Megan Hemmer, Opal Ct.
Mike Mommertz, 48 Ginger Dr.
Yashu Xuan, 421 Glen Oaks Dr.

As there were no further speakers, Supervisor Weinstein motioned to close the public hearing, seconded by Deputy Supervisor Marlette and unanimously approved 5-0. The public hearing was closed at 7:34 PM.

Dan Howard, Associate Planner, agreed with the math errors and that the totals listed were incorrect.

Thomas Ketchum, Building Commissioner, explained the CIP process is a financial planning tool and does not set projects in motion. The Board can approve or modify the scope of a project at any time.

Deputy Supervisor Marlette stated the most important thing is to take care of the culvert and the flooding. Supervisor Weinstein just wants the culvert.

Vote for the CIP Budget will take place at the end of the meeting, after the various budget amendments have been approved.

RESULT: ADJOURNED [UNANIMOUS] Next: 10/14/2014 3:00 PM
MOVER: Barry A. Weinstein, Supervisor
SECONDER: Guy R. Marlette, Deputy Supervisor
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
4. **Resolution 2014-1050**

**Town of Amherst 2015 Budget**

Supervisor's tentative budget without Town Board modifications for the fiscal year beginning January 1, 2015.

The 2015 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 web site.

**10/06/2014**

A motion to open the public hearing was made by Deputy Supervisor Marlette, seconded by Councilmember Manna, and unanimously approved 5-0. The public hearing was opened at 8:30 PM.

Supervisor Weinstein presented an overview of the budget reviewing various revenues and expenses.

The following speaker addressed the Town Board:
Jane Cox, Harlem Rd. - Budget unavailable for viewing prior to hearing, questioned more time for comments.

As there were no further speakers, Supervisor Weinstein motioned to adjourn the public hearing, seconded by Deputy Supervisor Marlette and unanimously approved 5-0. The public hearing was adjourned at 8:50 PM.

Supervisor Weinstein explained the Budget Hearings will continue to be adjourned to allow comments until the vote on Oct. 20, 2014.

**10/14/2014**

A motion to open the public hearing was made by Supervisor Weinstein, seconded by Deputy Supervisor Marlette, and unanimously approved 5-0. The public hearing was opened at 3:19 PM.

Colleen Bogdan, 108 Summershade Ct. addressed the Town Board in favor of the 2015 Budget.

As there were no further speakers, Supervisor Weinstein motioned to adjourn the public hearing, seconded by Deputy Supervisor Marlette and unanimously approved 5-0. The public hearing was adjourned at 3:20 PM.

**10/20/2014**

A motion to open the public hearing was made by Supervisor Weinstein, seconded by Councilmember Sanders, and unanimously approved 5-0. The public hearing was opened at 7:50 PM.

The following speakers addressed the Town Board:
Dr. Patrick Welch, 73 Treebrooke Ct. - In support of #2014-1101 & #2014-1104, questioned several budget entries for various departments.
Steve Floss, 225 Lakewood Pkwy., President of the Town of Amherst Employee Assn. in support of #2014-1104.
Jane Cox, Harlem Rd. - In support of #2014-802 and #2014-1104.
Chris Drongoski, Amherstdale Rd. - Golf course issues, FOIL, is in favor of #2014-1101.
Jim Tricoli, 4 Columbia Dr. - Various golf course issues.

As there were no further speakers, Supervisor Weinstein motioned to close the public hearing, seconded by Deputy Supervisor Marlette and unanimously approved 5-0. The public hearing was closed at 8:05 PM.

Supervisor Weinstein answered the speaker questions. Chief Askey also responded to a question regarding the Police budget.

Vote for the 2015 Budget will take place at the end of the meeting, after the various budget amendments have been approved.

A motion to approve with amendments was made by Deputy Supervisor Marlette, seconded by Councilmember Sanders and unanimously approved 5-0.

RESULT: ADJOURNED [UNANIMOUS]  Next: 10/14/2014 3:00 PM
MOVER: Barry A. Weinstein, Supervisor
SECONDER: Guy R. Marlette, Deputy Supervisor
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

VI. PUBLIC EXPRESSION

A motion to open Public Expression was made by Deputy Supervisor Marlette, seconded by Councilmember Manna and unanimously approved 5-0. Public Expression was opened at 8:50 PM.

The following speakers addressed the Town Board:
Dr. Patrick Welch, 73 Treebrooke Dr. - Sidewalk replacement
Sandra Koerber, 54 Frankhauser Rd. - Town Budget
Paul Wolf, 9 Guinevere Ct. - Open Government Advisory Board

There were no further speakers from the public, therefore Deputy Supervisor Marlette moved to close Public Expression, seconded by Councilmember Manna, unanimously approved 5-0. Public Expression was closed at 8:54 PM.

VII. CONSENT AGENDA

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

VIII. SUSPENSION OF RULES

Deputy Supervisor Marlette moved to open Suspension of Rules to bring in 3 unlisted items. The motion was seconded by Councilmember Manna and unanimously approved 5-0.
Suspension of Rules was opened at 8:55 PM.

There being no further business requiring Suspension of Rules, Deputy Supervisor Marlette moved to close, seconded by Councilmember Manna and unanimously approved 5-0. Suspension of Rules was closed at 8:57 PM.

1. Resolution 2014-1092

2015 Budget Amendment #1

Town of Amherst
2015 Budget
Amendment (Correction) #1

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| Appropriated  | Pension/Tax Stabilization Reserve | $631,496.58 |

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Mark A. Manna, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

2. Communication 2014-262

Amherst Against Fracking

Suspension to Town Board Meeting Agenda of October 6, 2014

TO: Town Board

FROM: Barry A. Weinstein, M.D., Supervisor
DATE: October 6, 2014

RE: COMMUNICATION - AMHERST AGAINST FRACKING

E-mail communication of October 3, 2014, from Rita Yelda of Amherst Against Fracking.

10/06/2014
Referred to Town Attorney.

RESULT: REFERRED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

3. Communication 2014-263

Nottingham Village East Condominiums

Suspension to Town Board Meeting Agenda of October 6, 2014

TO: Town Board
FROM: Barry A. Weinstein, M.D., Supervisor
DATE: October 3, 2014
RE: COMMUNICATION - NOTTINGHAM VILLAGE EAST CONDOMINIUMS

E-mail communication of October 3, 2014, from Gord Cumming, Chair, Nottingham Village East Condominiums Special Committee, in regard to Wegmans renovation.

10/06/2014
Referred to Building and Engineering.

RESULT: REFERRED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Mark A. Manna, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
IX. APPOINTMENTS TO BOARDS & COMMITTEES

1. 9/11 Commemoration Committee
   Membership is unlimited.

2. Amherst Committee on Disabilities (5)

3. Amherst Community Diversity Commission
   Membership is full.

4. Amherst Conservation Advisory Council (1)

5. Amherst Industrial Development Agency
   Membership is full.

6. Amherst Veterans Committee (3)
   Membership is full.

7. Arts & Culture in Public Places Board
   Membership is full.

8. Board of Assessment Review
   Membership is full/

9. Board of Electrician Examiners
   Membership is full.

10. Board of Ethics
    Membership is full.

11. Board of Plumbing and Drainage Examiners (1)
    Vacancy for Town Board.

12. Citizens Financial Advisory Committee

13. Employee Suggestion Program Merit Award Board (3)
    Vacancy for Town Board.

14. Employee Suggestion Review Committee
    Membership is full.

15. Energy Conservation Citizens Advisory Committee
    Membership is full.

16. Freedom of Information Law (FOIL) Board
    Membership is full.
17. Glen Park Joint Board
   Membership is full.

18. Government Study committee
   Membership is full.

19. Historic Preservation Commission
   Membership is full

20. Information Technology Advisory Committee
   Membership is full.

21. Library Board of Trustees
   Membership is full.

22. Minority/Woman Owned business (1)

23. Planning board
   Membership is full.

24. Recreation Commission (1)

25. Recycling and Waste Committee
   Membership is full.

26. Senior Services Advisory Board
   Membership is full.

27. Supervisor's Citizen Advisory Committee
   Membership is full.

28. Traffic Safety Board
   Membership is full.

29. War of 1812 Commemorative Committee
   Membership is full.

30. Youth Board (5)

31. Zoning Board of Appeals
   Membership is full.
X. COMMITTEE REPORTS:

A. SUPERVISOR BARRY A WEINSTEIN

1. Resolution 2014-1051

Outside Legal Counsel for Workers' Compensation Claims

WHEREAS, the Town of Amherst hires outside legal counsel to represent the town in Workers’ Compensation claims; and

WHEREAS, the Town of Amherst wishes to receive the best pricing on legal services associated with Workers’ Compensation claims; therefore,

BE IT RESOLVED that the Amherst Town Board directs the Town Attorney’s Office to develop an RFQ for legal services associated with Workers’ Compensation claims; and

BE IT FURTHER RESOLVED that the Town Attorney is directed to review the responses to the RFQ and provide a recommendation to the Amherst Town Board for approval.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Barry A. Weinstein, Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

2. Resolution 2014-1052

Compensation for Deputy Highway Superintendent

WHEREAS, Joseph A. Speth, Deputy Superintendent, Amherst Highway Department, has assumed the duties formerly performed by Robert Anderson; now, therefore,

BE IT RESOLVED that the compensation for Deputy Superintendent Joseph A. Speth be increased to $97,000 with out-of-title payments.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Barry A. Weinstein, Supervisor
SECONDER: Mark A. Manna, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
B. **DEPUTY SUPERVISOR MARLETTE**

1. Resolution 2014-1053

   **Appointment to Amherst Youth Board**

   **BE IT RESOLVED** that the Amherst Town Board appoint Kendyl Kratzer to the Amherst Youth Board for a term ending December 31, 2015.

   **RESULT:** ADOPTED [UNANIMOUS]
   **MOVER:** Guy R. Marlette, Deputy Supervisor
   **SECONDER:** Steven D. Sanders, Councilmember
   **AYES:** Weinstein, Marlette, Manna, Sanders, Popowich

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C. **COUNCILMEMBER MANNA**

D. **COUNCILMEMBER SANDERS**

1. Resolution 2014-1054

   **Appointment to Recycling & Waste Committee**

   **BE IT RESOLVED** that the Amherst Town Board appoint Jennifer M. Farrar to the Recycling & Waste Committee for a term ending December 31, 2015.

   **RESULT:** ADOPTED [UNANIMOUS]
   **MOVER:** Steven D. Sanders, Councilmember
   **SECONDER:** Guy R. Marlette, Deputy Supervisor
   **AYES:** Weinstein, Marlette, Manna, Sanders, Popowich

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E. **COUNCILMEMBER POPOWICH**

1. Resolution 2014-1055

   **Open Government Advisory Board and Plan**
WHEREAS, the Town Board (Resolution 2014-229) directed the Government Study Committee to review and recommend to the Town Board an Open Government Plan; and

WHEREAS, the Town of Amherst is committed to creating a high level of openness and transparency in government; and

WHEREAS, the three principles of transparency, participation, and collaboration form the cornerstone of an open government; and

WHEREAS, more government information should be published and made available via the Internet which will provide greater public access to information and a mechanism for public feedback and participation; and

WHEREAS, the demands of an across-the-board open government framework require the assistance of an Open Government Advisory Board, to guide these initiatives; and

WHEREAS, goals and timetables should be established for development and implementation of an overall Open Government Plan to enhance and develop transparency, public participation, and collaboration in all town activities;

NOW, THEREFORE, BE IT RESOLVED, the Town Board shall appoint an Open Government Advisory Board. The Board shall consist of seven members, including the liaison, and shall be chaired by an individual designated by the Supervisor. The Advisory Board shall meet regularly at such times as the Board decides; and

BE IT FURTHER RESOLVED, the Supervisor shall designate a department head to serve as a liaison to the Open Government Advisory Board. The liaison will lead the Open Government initiatives outlined in this Resolution, including working with town departments and agencies to establish standards for publication of information and the most effective means for making such information available. The liaison will report to the Supervisor regarding Open Government initiatives; and

BE IT FURTHER RESOLVED, the Open Government Advisory Board shall develop and publish an Open Government Plan. The plan will detail, including specific actions, timelines, and steps the Town of Amherst will take to incorporate the principles of open government into its daily activities; and

BE IT FURTHER RESOLVED, the Open Government Plan shall be formulated with the input of senior policy, legal, and technology leadership in the Town; open government experts; and the general public; and

BE IT FURTHER RESOLVED, the components of the Open Government Plan shall include:

1. **Transparency:** Steps the Town will take to conduct its work more openly and publish its information online, including ready public access to ordinances and regulations, policies, legislative records, budget information, crime statistics, public health statistics, and other information.

2. **Public Participation:** Description of how the Town will enhance and expand opportunities for the public to participate throughout each department's decision-making process, including instructions for online access to published information and opportunities for comment; methods for identifying stakeholders and other affected parties and encouraging their participation; links to appropriate websites where the public can engage in the Town’s existing participatory processes; and proposed changes to internal management and administrative policies to increase public participation.
(3) **Collaboration:** Steps the Town will take to enhance and expand cooperation among its departments and agencies, other governmental agencies, private and nonprofit entities, and the public, to fulfill Town goals and obligations; including proposals to use technology platforms and links to appropriate websites to improve, and inform the public about, existing collaboration efforts, and use of innovative methods to obtain ideas from and to increase collaboration with those in the private sector, nonprofit and academic communities.

**BE IT FURTHER RESOLVED,** a portal/place shall be established on the Town’s website that will serve as the source for Town-wide and departmental activities with respect to this open government initiative; and

**BE IT FURTHER RESOLVED,** progress toward meeting the Open Government goals set forth in this Resolution shall be evaluated six months from the adoption date of this Resolution, again one year from the adoption date, and annually thereafter. The evaluations shall be released on the Open Government Portal and shall include criteria to be developed by the Open Government Advisory Board.

**10/06/2014**

Consent

RESULT: ADOPTED [UNANIMOUS]

MOVER: Ramona D. Popowich, Councilmember

SECONDER: Steven D. Sanders, Councilmember

AYES: Weinstein, Marlette, Manna, Sanders, Popowich

---

XI. **DEPARTMENT HEADS:**

A. **TOWN ATTORNEY**

1. Resolution 2014-1056

   **Ball Field Canopy Backstops & Protective Enclosures Town of Amherst Project No. 2014.041 Bond Resolution : $100,000.00**

   AGENDA ITEM: OCTOBER 6TH, 2014

   TO: Town Board

   FROM: E. Thomas Jones, Esq., Town Attorney

   RE: Ball Field Canopy Backstops & Protective Enclosures Town of Amherst Project No. 2014.041 Bond Resolution : $100,000.00

   Kindly adopt the attached bond resolution authorizing the issuance of $100,000.00 in serial bonds for the above-referenced Town improvement.

   The adoption of the bond resolution does **not** require a public hearing to be held because the improvement is a Town improvement not involving a special district.
RESULT: ROLL CALL VOTE (ADOPTED) [UNANIMOUS]

MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Mark A. Manna, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

2. Resolution 2014-1057

Public Hearing Date Request: Local Law “A Local Law Amending Chapter 203 of the Code of the Town of Amherst, The Zoning Ordinance, as Adopted by Local Law 6-2006, to Include a Provision Prohibiting Gas or Oil Exploration, Otherwise Known as Hydrofracking, In the Town of Amherst.”

AGENDA ITEM: OCTOBER 6TH, 2014

TO: Town Board
FROM: E. Thomas Jones, Esq., Town Attorney
RE: Public Hearing Date Request: Local Law “A Local Law Amending Chapter 203 of the Code of the Town of Amherst, the Zoning Ordinance, As Adopted By Local Law 6-2006, To Include A Provision Prohibiting Gas or Oil Exploration, Otherwise Known As Hydrofracking, in the Town of Amherst.”

As directed by the Town Board in Resolution # 2014-451, attached please find the proposed Local Law with respect to the above matter. The requested changes have been made to this Local Law.

Kindly adopt a resolution to set a Public Hearing for November 17, 2014 at 7:00 p.m. to adopt such Local Law.

Thank you.

ETJ:msl
Attachment

c: Kathy Cooper, Deputy Town Clerk (w/attachment)
    Marjory Jaeger, Town Clerk (w/attachment)
    Gary Black, Assistant Planning Director (w/attachment)
    Jean Brzezinski, Planning Department (w/attachment)

10/06/2014
Consent to withdraw.

RESULT: WITHDRAWN

3. Resolution 2014-1058

Public Hearing Date Request: Local Law  A Local Law Amending Chapter 160 of the Code of the Town of Amherst, Sewers - Minimum Size of Grease Interceptor

AGENDA ITEM: OCTOBER 6TH, 2014

TO: Town Board

FROM: Philip B. Abramowitz, Esq., Deputy Town Attorney

RE: Public Hearing Date Request: Local Law  A Local Law Amending Chapter 160 of the Code of the Town of Amherst, Sewers - Minimum Size of Grease Interceptor

Attached please find the proposed Local Law with respect to the above matter.

Kindly adopt a resolution to set a Public Hearing for November 17, 2014 at 7:00 p.m. to adopt such Local Law.

Thank you.

ETJ:msl
Attachment

c: Kathy Cooper, Deputy Town Clerk (w/attachment)
    Marjory Jaeger, Town Clerk (w/attachment)
    Thomas C. Ketchum, P.E., Interim Town Engineer (w/attachment)

10/06/2014
Consent
RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

B. TOWN CLERK
1. Resolution 2014-1059

Lineage Contract for Town Hall Mail Machine

Please authorize the Supervisor to sign the annual service contract with Lineage for the Town Hall mail machine. This agreement covers the period of 10/26/2014 to 10/25/2015.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

2. Resolution 2014-1060

Snow Plow Permits

Snow Plow Permits for Agenda Date October 6, 2014

Frank Tripi #007
3700 Timberlink Road
North Tonawanda, NY 14120

Joseph P Canella #008-#009
29 Sweet Briar Road
Tonawanda, NY 14150

Kilroy’s Construction & Snowplowing #010
Shawn P Kilroy
350 North French Road
Amherst, NY 14228

10/06/2014
Consent
RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

C. ASSESSOR

D. BUILDING/BUILDING MAINTENANCE

1. Resolution 2014-1061

300 Berkley Road - Fire-Damaged Dwelling

WHEREAS, the property at 300 Berkley Road sustained fire damage on January 17, 2014 and has been deteriorating without repair since the date of the fire; and

WHEREAS, the Building Commissioner has determined that in accordance with Section 151-56A of the Property Maintenance Code of the Town of Amherst, the dwelling is so dilapidated, insanitary, unfit for human habitation, and potentially dangerous that the dwelling should be repaired or demolished; and

WHEREAS, the owners of the property, Susan and John Gowen, III., have not provided an acceptable commitment to repair or demolish the damaged structure; and

WHEREAS, the Building Commissioner recommends that in accordance with Section 151-53 of the Property Maintenance Code, the appropriate persons and entities should be put on notice that the dwelling must be either demolished or brought into compliance with all applicable codes within 60 days, otherwise the Town of Amherst will proceed with demolition and place attendant costs on the property owner; therefore,

BE IT RESOLVED that the Town Board schedule a public hearing for November 17, 2014, for the purpose of considering the demolition of the dwelling at 300 Berkley Road.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
E. CENTRAL ALARM

F. COMPTROLLER

1. Resolution 2014-1062

Routine Transfers and Amendments

For October 6, 2014 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 10/1/2014
Re: Various Department Budget Transfers / Amendments

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

BUDGET TRANSFERS - 2014

From: A7140.4220 Amherst Rec Complex - Buildings & Grounds $4,000 A7141.4220 Clearfield - $4,000

BUDGET AMENDMENTS - 2014

Increase: N1446.02785 Amherst Home Rehab Single Family - PI $2,852.10 N1446.000 Contractual $2,852.10
Increase: N1461.02785 Admin Program Delivery - Program Income $316.90 N1461.4003 10% Admin. $316.90
Increase: N1423.02785 CDBG & Vg. Program Income $8,581.00 N1423.4000 Contractual $8,581.00

To recognize Community Development program income from 77 S. Harvest Street.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

2. Resolution 2014-1063

Budget Amendment for Building Department OT

Please approve the following Budget Amendment for the Building Department:
The Building Commissioner is confident that he will exceed his budgeted revenue by at least $25,000. Additional OT is necessary to prevent delays in processing permits and doing inspections.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

3. Resolution 2014-1064

Transfer from Contingency for HRCC Hot Water Heater

Please approve a transfer in the amount of $13,750 from the general fund contingency account (A1990-4000) into the Building Maintenance Building Improvement Account (A1620-2150) for a new hot water heater. Please note this replaces the chimney liner project.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
I. ENGINEERING

1. Resolution 2014-1065

**Set Bid Date – WPCF – Air Piping Building 5 Replacement Town of Amherst Job No. 2013.002H**

We are requesting that the date of Thursday, November 6th, 2014 be set to receive bids for the above referenced project. Plans and specifications will be available within the Purchasing Director’s office on October 15, 2014.

Thank you for considering this request.

10/06/2014
Consent

| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Guy R. Marlette, Deputy Supervisor |
| SECONDER: | Steven D. Sanders, Councilmember |
| AYES: | Weinstein, Marlette, Manna, Sanders, Popowich |

2. Resolution 2014-1066

**2014 - 2019 Capital Improvement Program Amendment Ballfield Canopy Backstops & Protective Enclosures TOA Project No. 2014.041**

The above project will significantly improve safety conditions for players, spectators and the public due to foul balls at town-owned diamonds. As such and at this time, the Engineering Department recommends the following budget neutral amendment to the 2014 - 2019 Capital Improvement Program.

<table>
<thead>
<tr>
<th>Project Description</th>
<th>CIP No.</th>
<th>2014 CIP Allocation</th>
<th>Amend To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sport Fields Fence Replacement</td>
<td>H-9</td>
<td>$100,000.00</td>
<td>$0</td>
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<tr>
<td>Ballfield Canopy Backstops/Enclosures</td>
<td>new</td>
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<td>$100,000.00</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$100,000.00</strong></td>
<td><strong>$100,000.00</strong></td>
</tr>
</tbody>
</table>

Would you please approve the above amendment to the 2014 - 2019 CIP to reassign the identified funding to the referenced new project?

Thank you for your consideration.
10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

3. Resolution 2014-1067

Proposal for Two (2) Fire Hydrant Installations Presidents Walk Waterline Replacement Town of Amherst Job #2014.017

We are hereby requesting authorization to have two (2) additional fire hydrants installed at the above location.

The Erie County Water Authority and Erie County Department of Health require the installation of two (2) additional fire hydrants at the above location during the course of construction to satisfy current design standards regarding hydrant spacing on a public potable water distribution system. The hydrant will become property of the Town of Amherst. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to approve the installation of the referenced hydrants. The Town is to pay the annual maintenance fee of $160.80 each for a total of $321.60.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

4. Resolution 2014-1068

Travel Expense Approval 2014 GeoCon GIS Conference in Skaneatelas Falls, NY October 21, 2014 to October 23, 2014

The Engineering Department is requesting that the Town Board approve the expenses associated with the Senior GIS Analyst to attend the 2014 GeoCon GIS Conference in Skaneatelas Falls, NY from October 21-23, 2014.
This request includes the use of a town vehicle, tolls, conference registration, hotel accommodations and per diem. The total estimated cost for travel expenses and conference registration is $596.97.

Thank you for your consideration of this request.

10/06/2014

Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

5. Resolution 2014-1069

Purchase of One (1) Coates Tire Changer & Lift Accessory NJPA Contract #010511-GPC Town of Amherst Job No. 2014.001

The Engineering Department - Sewer Maintenance Division is requesting approval for the purchase of one (1) Coates Tire Changer and Lift Accessory. The total cost of this purchase will be $7,416.28 which includes a $750.00 credit for the trade-in of our old equipment per the attached quote. This pricing is from the current NJPA Contract #010511-GPC.

May we please have your approval for the purchase of this equipment?

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

6. Resolution 2014-1070

Proposal for Replacement of Hot Water Heater Harlem Road Community Center Building Improvements Town of Amherst Job No. 2002.076A

Subsequent to receiving three (3) quotations for the above mentioned project (quote summary sheet attached) at this time, we recommend award of the contract to Innovative
Mechanical Systems, Inc. 623 Young Street, Tonawanda, NY 14150, per their low quote of $13,750.00, for replacing the hot water heater at the Harlem Road Community Center. This request is contingent upon contract review.

Thank you for considering this request.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

7. Resolution 2014-1071


At the July 7, 2014 Town Board Meeting, Resolution No. 2014-763 was approved awarding a five (5) year Lift Station Communication contract to Colacino Industries. This contract was awarded based on an RFP process that took place in late 2012 for the design, construction and data hosting for this project. The terms of this contract include monthly payments ($65/site/month) for data transmission, web site hosting, software and alarm notifications for the town’s lift stations.

The Engineering Department recommends that the Town Board Re-Approve the attached contract with Colacino with the knowledge that the current contract approval also authorizes payments to the vendor prior to the original contract execution, for services provided beginning in May 2013. A copy of the invoices for this retroactive authorization is also attached.

To the extent that the procurement of this contract was not in compliance with the Town’s own Procurement Policy, the Engineering Department also requests the Board approve a waiver of any violated provisions of the policy.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
8. **Resolution 2014-1072**

**Purchase of One (1) John Deere Compact Track Loader NJPA Contract #060311-JDC Town of Amherst Job No. 2013.001N**

In an effort to reduce contractor and rental related costs and accomplish more with existing Town Sewer Maintenance Personnel, the Engineering Department is seeking to purchase one (1) John Deere 319E Compact Track Loader (Skid Steer) and associated attachments, in the amount of $50,794.36, including delivery, from John Deere Construction Retail Sales, per the attached proposal. This pricing is from the current NJPA Contract #060311-JDC.

May we please have your approval for the purchase of this piece of equipment?

10/06/2014
Consent

| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER:  | Guy R. Marlette, Deputy Supervisor |
| SECONDER: | Steven D. Sanders, Councilmember |
| AYES:   | Weinstein, Marlette, Manna, Sanders, Popowich |

J. **HIGHWAY**

1. **Resolution 2014-1073**

**Contract - Bittermans Automotive Center**

Please authorize the Supervisor to sign the contract (February 1, 2014 thru January 31, 2015) with Bittermans Automotive Center. The contract routing sheet has been completed.

10/06/2014
Consent

| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER:  | Guy R. Marlette, Deputy Supervisor |
| SECONDER: | Steven D. Sanders, Councilmember |
| AYES:   | Weinstein, Marlette, Manna, Sanders, Popowich |
2. Resolution 2014-1074

**Contract - General Parts Distribution/Carquest**

Please authorize the Supervisor to sign the contract (US Communities - renewable every August 31, 2014) with General Parts Distribution/Carquest. The contract routing sheet has been completed.

**10/06/2014**
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

3. Resolution 2014-1075

**Concrete Streetlighting Poles**

WHEREAS, the Town of Amherst has special areas where overhead power is required for street lighting;

WHEREAS, National Grid will install their own overhead fed poles when required charging the Town the current Tariff Rate per year per pole; current rate is $264.93 per pole per year;

NOW THEREFORE BE IT RESOLVED that the Town of Amherst will have National Grid own and install concrete street light poles for various lighting needs. The Town of Amherst will review the success of this process and make changes if necessary.

**10/06/2014**
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
K. **HUMAN RESOURCES**

1. **Resolution 2014-1076**

   **Recreation Attendant - PT/Yth/Rec**


   Due to reduction in staff availability.

   **10/06/2014**
   Consent

<table>
<thead>
<tr>
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<td>Weinstein, Marlette, Manna, Sanders, Popowich</td>
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</table>

2. **Resolution 2014-1077**

   **Recreation Attendant - PT/Yth/Rec**


   Due to the reduction in staff availability.

   **10/06/2014**
   Consent

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</tbody>
</table>

3. **Resolution 2014-1078**

   **Recreation Attendant - PT/Yth/Rec (2 Positions)**
Recreation Attendant - PT/Yth/Rec (2 Positions), Effective October 7, 2014, Temporary, $8.63 ph, Step 2 for Elyse Mangano and Elena Ritz.

Due to the reduction in staff availability.

10/06/2014
Consent

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<td>Weinstein, Marlette, Manna, Sanders, Popowich</td>
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</tbody>
</table>

4. Resolution 2014-1079

**Assistant WWTP Superintendent - Maintenance**

Please appoint an Assistant Wastewater Treatment Plant Superintendent - Maintenance. Provisional, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 7, 2014 at an annual salary of $86,699 for Jerome Suszynski.

10/06/2014
Consent

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</tbody>
</table>

5. Resolution 2014-1080

**Wastewater Treatment Plant Operator**

Please appoint a Wastewater Treatment Plant Operator to the Engineering Department, Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 7, 2014, at a hourly rate of $25.68, JG V, Step 5 for Jason Furman.

This is a promotion for a WWTP Operator - Trainee who received their 3A certification.

10/06/2014
Consent
6. Resolution 2014-1081

**Laborer - PT (Highway/Refuse/Police)**

Please appoint a Laborer - PT, Temporary, Effective October 7, 2014 at an hourly rate of $12.48, Step 1 for Hunter Tremblett.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

L. **INFORMATION TECHNOLOGY**

M. **PLANNING**

1. Resolution 2014-947

**Rezoning of 56 N. Forest Road**

Adoption of Local Law to Amend the Zoning Map
(56 North Forest Road; Z-2014-18)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of June 19, 2014 that the proposed Office Building (OB) zoning at 56 North Forest Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further
RESOLVED, that to the extent the proposed zoning is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed zoning at this location, and be it further

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

9/8/2014
A motion to open the public hearing was made by Supervisor Weinstein, seconded by Deputy Supervisor Marlette, and unanimously approved 5-0. The public hearing was opened at 7:21 PM.

David Carrigan, property owner, answered questions from the Town Board.

The following speaker addressed the Town Board:
Judy Catalano, 57 Park Club Lane - voiced her concerns

As there were no further speakers, Supervisor Weinstein motioned to close the public hearing, seconded by Councilmember Manna and unanimously approved 5-0. The public hearing was closed at 7:26 PM.

Decision Date set for October 6, 2014.

10/06/2014
A motion to approve was made by Councilmember Manna and seconded by Supervisor Weinstein.

A motion was then made by Supervisor Weinstein to Amend, seconded by Councilmember Manna and approved 4-1 (nay, Marlette). Amendment from the revised Resolution adds the following to the last paragraph:

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law(#) to amend the Town Zoning map, subject to the following condition: subject to the following deed restriction:

1. That any structures on the site be limited to two stories and 25 feet in height.

A motion was again made by Supervisor Weinstein to Amend, seconded by Councilmember Manna and unanimously approved 5-0. Amendment changes the revised Resolution from:

subject to the following condition:

to subject to the following deed restriction:

A motion was made by Supervisor Weinstein to approve as amended, seconded by Councilmember Manna and approved 3-2 (nay Marlette, Sanders).
2. Resolution 2014-948

Rezoning of 5999 Sheridan Drive

Adoption of Local Law to Amend the Zoning Map (5999 Sheridan Drive; Z-2014-17)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of June 19, 2014 that the proposed Multi-Family Residential District Four A (MFR-4A) zoning at 5999 Sheridan Drive is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed zoning is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed zoning at this location, and be it further

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

9/8/2014
A motion to open the public hearing was made by Supervisor Weinstein, seconded by Deputy Supervisor Marlette, and unanimously approved 5-0. The public hearing was opened at 7:36 PM.

Jeffrey Palumbo, Esq., answered questions from the Town Board.

The following speaker addressed the Town Board:
Arnold Zellman, Hampton Hills - voiced his concerns

As there were no further speakers, Deputy Supervisor Marlette motioned to close the public hearing, seconded by Councilmember Manna and unanimously approved 5-0. The public hearing was closed at 7:42 PM.

Decision Date set for October 6, 2014.

10/06/2014
A motion to approve was made by Deputy Supervisor Marlette, seconded by Councilmember Sanders and unanimously approved 5-0.
3. Resolution 2014-1082

To Set a Date for the First of Two Public Hearings Required by the U.S. Department of Housing and Urban Development for the Town’s Five Year Consolidated Plan (2015-2019) and the FY 2015 Community Development Action Plan.

WHEREAS, the Town is required to hold at least two public hearings for the Five Year Consolidated Plan and the 2015 Action Plan, encompassing both the Community Development Block Grant (CDBG) and HOME Investment Partnership Grant applications; and

WHEREAS, at least one public hearing must be held prior to the assembly of a draft Consolidated and Action Plans; now therefore be it

NOW BE IT RESOLVED, the Town Board of the Town of Amherst sets October 20, 2014 for the first public hearing for the Five Year Consolidated Plan and the 2015 Action Plan to solicit citizen input on housing and community development needs and to review the current use of CDBG and HOME grant funds.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

N. POLICE
1. Resolution 2014-1083

Accident Reconstruction Training Albany, New York October 15, 2014
Request town board approval to send two senior investigators to Albany to attend 2014 fall seminar: "Using video analysis in accident reconstruction".

**10/06/2014**
Consent

**RESULT:** ADOPTED [UNANIMOUS]
**MOVER:** Guy R. Marlette, Deputy Supervisor
**SECONDER:** Steven D. Sanders, Councilmember
**AYES:** Weinstein, Marlette, Manna, Sanders, Popowich

2. **Resolution 2014-1084**

**Kenny Carpets Contract $5,979.00**

On September 22, 2014 the Town Board approved the low bid from Kenny Carpets for the installation of rubber floor tile at the Amherst Police Department. Kindly authorize the Supervisor to sign the attached contract with Kenny Carpet.

**10/06/2014**
Consent

**RESULT:** ADOPTED [UNANIMOUS]
**MOVER:** Guy R. Marlette, Deputy Supervisor
**SECONDER:** Steven D. Sanders, Councilmember
**AYES:** Weinstein, Marlette, Manna, Sanders, Popowich

O. **PURCHASING**

1. **Resolution 2014-1085**

**Bid #2014052 Demolition of 41 Hampton Court**

WHEREAS, the Purchasing Department received bids on September 18, 2014 for the Demolition of 41 Hampton Court; and

WHEREAS, the bid process resulted in responses from seven (7) vendors as identified on the attached bid tab, and;

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the Purchasing Department to award the bid for the demolition of 41 Hampton Court to Empire Building Diagnostics, 2 Main Street, Depew, NY 14043; and
NOW THEREFORE FURTHER BE IT RESOLVED, that the Town Board authorizes Supervisor Barry A. Weinstein to sign a contract with Empire Building Diagnostics, subject to the contract routing process and approval of the Town Attorney.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

P. REFUSE

Q. SENIOR SERVICES

1. Resolution 2014-1086

Program Guest Lecturers & Entertainment 2014 Agreements

We respectfully request Town Board permission to authorize the Supervisor to sign Agreements between the Town of Amherst (Department of Senior Services) and the following individuals/groups for 2014.

The names of the following individuals/groups appear in the order for which they are scheduled in 2014:

Anthony Szczygiel - Thursday, October 9, 2014
Richard R. Nola - Friday, December 12, 2014
Temple Beth Zion (C/O Penny Myers) - Tuesday, December 16, 2014

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
R. YOUTH AND RECREATION

1. Resolution 2014-1087

Gerster Sales & Service, Inc. Contracts

Authorize the Supervisor to sign various contracts between the Town of Amherst (Youth & Recreation Department) and Gerster Sales & Service, Inc. for parts and repairs at the Northtown Center at Amherst.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

2. Resolution 2014-1088

Permission to Auction Vehicles

Authorize the sale of the following Youth & Recreation Department vehicles (all in non-working or extremely poor condition) through Auctions International:

- 1998 Chevrolet c1500 vin# 1GCEC14W5W2195325
- 1998 Chevrolet c1500 vin# 1GCEC14W7W2194919
- 1995 Ford F-Superduty vin# 1FDLF47F35EA42869
- 1997 Chevrolet 2500 (with plow) vin# 1GCGKZ4RIVE227530
- 1995 Ford F- Superduty vin# 1FDLF47FXSEA23381

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
3. Resolution 2014-1089

Toro NSN Service Agreement and Extended Warranty

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Toro NSN for computer support of the irrigation system at the Audubon Golf Course. Also authorize a waiver of the town's insurance requirement as this is a technical support contract only and the vendor will never set foot on town property.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

4. Resolution 2014-1090

Irrigation System Time and Materials

Authorize the Supervisor to sign a time and materials contract with Grassland Equipment & Irrigation Corp. for repair and maintenance of the irrigation systems at the town's golf courses.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

5. Resolution 2014-1091

Erie County DSS Contract

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Erie County (Department of Social Services) for the purchase of after school childcare services from the Town.
**10/06/2014**
Consent

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>ADOPTED [UNANIMOUS]</th>
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<tbody>
<tr>
<td>MOVER:</td>
<td>Guy R. Marlette, Deputy Supervisor</td>
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<td>SECONDER:</td>
<td>Steven D. Sanders, Councilmember</td>
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<tr>
<td>AYES:</td>
<td>Weinstein, Marlette, Manna, Sanders, Popowich</td>
</tr>
</tbody>
</table>

### XII. UNFINISHED BUSINESS

### XIII. COMMUNICATIONS

1. **Communication 2014-251**

   **AIDA 2015 Budget Recommendations**

   Town of Amherst Industrial Development Agency's 2015 Budget Proposal and Budget Notes.

   **10/06/2014**
   Consent to refer to Town Attorney and Deputy Supervisor.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>REFERRED [UNANIMOUS]</th>
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<tr>
<td>MOVER:</td>
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<tr>
<td>SECONDER:</td>
<td>Steven D. Sanders, Councilmember</td>
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<td>AYES:</td>
<td>Weinstein, Marlette, Manna, Sanders, Popowich</td>
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</table>

2. **Communication 2014-252**

   **CIP Request from Phil Danielson**

   Request that Glen Oak Drive Culvert Replacement NOT be extended to Transit Road. Petition signed by 31 residents supporting this request is attached.

   **10/06/2014**
   Consent to refer to Engineering, Planning, and Traffic Safety.
RESULT:  APPROVED [UNANIMOUS]
MOVER:  Guy R. Marlette, Deputy Supervisor
SECONDER:  Steven D. Sanders, Councilmember
AYES:  Weinstein, Marlette, Manna, Sanders, Popowich

3. Communication 2014-253

Getzville Fire Company


10/06/2014
Consent

RESULT:  APPROVED [UNANIMOUS]
MOVER:  Guy R. Marlette, Deputy Supervisor
SECONDER:  Steven D. Sanders, Councilmember
AYES:  Weinstein, Marlette, Manna, Sanders, Popowich

4. Communication 2014-254

Penn Dixie October 2014 Programs

E-mail communication of October 1, 2014, from Lois Shriver, Chair, Amherst Conservation Advisory Council, forwarding information on programs at Penn Dixie Paleontological and Outdoor Education Center, including October 11, 2014, Earth Science Day event.

10/06/2014
Consent to receive and file.

RESULT:  RECEIVED & FILED [UNANIMOUS]
MOVER:  Guy R. Marlette, Deputy Supervisor
SECONDER:  Steven D. Sanders, Councilmember
AYES:  Weinstein, Marlette, Manna, Sanders, Popowich
5. Communication 2014-255

Michael Slater Request for "Little Free Library"

Letter from Michael Slater, 20 Hancock Terrace, requesting Town Board approval to place a "Little Free Library" (outdoor community library) in the median of Hancock Terrace.

10/06/2014
Consent

RESULT: APPROVED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

6. Communication 2014-256

Sandra Koerber - 4176-4188 Sheridan Drive and 772 North Forest Road

Letter and photos from Sandra Koerber.

10/06/2014
Consent to refer to Planning.

RESULT: REFERRED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

7. Communication 2014-257

AJ Rybarczyk - Crosspoint Parkway

Letter requesting no Hopkins Road access be given to Crosspoint Business Park.

10/06/2014
Consent to refer to Planning.
RESULT: REFERRED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

8. Communication 2014-258

Kenneth V. Tunnah - Sacred Heart Academy

Letter of September 23, 2014, in regard to construction of new gym by Sacred Heart Academy.

10/06/2014
Consent to refer to Town Attorney.

RESULT: REFERRED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

9. Communication 2014-259

Jaclyn Santa Maria - Westwood Country Club

Letter of September 27, 2014, from Jaclyn Santa Maria regarding proposed development at Westwood Country Club site.

10/06/2014
Consent to refer to Planning.

RESULT: REFERRED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

10. Communication 2014-260

Notice of Claim: Mark Utech Vs. Town of Amherst Et Al.
10/06/2014
Consent to refer to Town Attorney.

RESULT: REFERRED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

11. Communication 2014-261

Summons and Complaint: CITIMORTGAGE Inc. Vs Town of Amherst Et Al.

10/06/2014
Consent to refer to Town Attorney.

RESULT: REFERRED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich

XIV. PUBLIC IMPROVEMENT PERMITS

XV. PUBLIC EXPRESSION

A motion to open Public Expression was made by Councilmember Sanders, seconded by Deputy Supervisor Marlette and unanimously approved 5-0. Public Expression was opened at 9:06 PM.

David Carrigan, 56 North Forest Road, addressed the Town Board.

There were no further speakers from the public, therefore Supervisor Weinstein moved to close Public Expression, seconded by Councilmember Manna, unanimously approved 5-0. Public Expression was closed at 9:08 PM.

XVI. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Weinstein moved to adjourn, seconded by Councilmember Manna and unanimously approved 5-0. The Town Board meeting of October 6, 2014 was adjourned at 9:09 PM.
RESOLUTION 2014-1047

Town Rezoning from CF to RC

Adoption of Local Law to Amend the Zoning Map

(1450, 2400, 2500, 2655, and 4283 Tonawanda Creek Rd; 148 and 250 Brenon Rd.; 10 Creekside Dr.; 1047 Campbell Blvd.; 1681, 3800, 3500, 2801, 3001, and 4001 North French Rd.; 1225 Smith Rd.; 2455 Dodge Rd., and 9600 Transit Rd.; Z-2014-22)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of August 21, 2014 that the proposed Recreation Conservation (RC) zoning at 1450, 2400, 2500, 2655, and 4283 Tonawanda Creek Road; 148 and 250 Brenon Road; 10 Creekside Drive; 1047 Campbell Boulevard; 1681, 3800, 3500, 2801, 3001, and 4001 North French Road; 1225 Smith Road; 2455 Dodge Road, and 9600 Transit Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed zoning is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed zoning at this location, and be it further

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

10/06/2014
A motion to open the public hearing was made by Supervisor Weinstein, seconded by Deputy Supervisor Marlette, and unanimously approved 5-0. The public hearing was opened at 7:05 PM.

Gary Black, Asst. Planning Director, presented and answered questions from the Town Board.

The following speakers addressed the Town Board:
Dr. Patrick Welch, 78 Treebrooke Dr.
Thomas Frank, Main St.

As there were no further speakers, Supervisor Weinstein motioned to close the public hearing, seconded by Deputy Supervisor Marlette and unanimously approved 5-0. The public hearing was closed at 7:19 PM.
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<tbody>
<tr>
<td>MOVER:</td>
<td>Barry A. Weinstein, Supervisor</td>
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<tr>
<td>SECONDER:</td>
<td>Ramona D. Popowich, Councilmember</td>
</tr>
<tr>
<td>AYES:</td>
<td>Weinstein, Marlette, Manna, Sanders, Popowich</td>
</tr>
</tbody>
</table>
ATTACHMENT ‘C’
Rezoning of Lands to Recreation Conservation District
Z-2014-22
Corrected July 8, 2014

DESCRIPTIONS OF PROPERTIES SUBJECT TO THIS ZONING AMENDMENT

The following parcels as identified by their SBL#, and as shown on the corresponding tax maps submitted with this application are being rezoned in their entirety to the district indicated.

<table>
<thead>
<tr>
<th>SBL#</th>
<th>Parcel Address</th>
<th>Existing Zoning District</th>
<th>Proposed Zoning District</th>
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</thead>
<tbody>
<tr>
<td>4.00-2-43</td>
<td>4283 TONAWANDA CREEK</td>
<td>SA</td>
<td>RC</td>
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<tr>
<td>14.00-2-1</td>
<td>1450 TONAWANDA CREEK RD</td>
<td>CF</td>
<td>RC</td>
</tr>
<tr>
<td>14.12-1-2</td>
<td>250 BRENON RD</td>
<td>CF</td>
<td>RC</td>
</tr>
<tr>
<td>14.12-1-21</td>
<td>148 BRENON RD</td>
<td>CF</td>
<td>RC</td>
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<tr>
<td>15.00-2-2.1</td>
<td>2400 TONAWANDA CREEK RD</td>
<td>CF</td>
<td>RC</td>
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<td>15.00-2-3</td>
<td>2500 TONAWANDA CREEK RD</td>
<td>CF</td>
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</tr>
<tr>
<td>15.00-2-4</td>
<td>2655 TONAWANDA CREEK RD</td>
<td>SA &amp; CF</td>
<td>RC</td>
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<td>26.03-1-17</td>
<td>10 CREEKSIDE DR</td>
<td>GB &amp; CF</td>
<td>RC</td>
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<td>27.00-2-34</td>
<td>1047 CAMPBELL BLVD</td>
<td>R-2</td>
<td>RC</td>
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<td>27.19-2-17</td>
<td>1681 N FRENCH RD</td>
<td>CF</td>
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<td>28.02-7-13.1</td>
<td>1225 SMITH RD</td>
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<td>28.04-2-38</td>
<td>2455 DODGE RD</td>
<td>SA</td>
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<td>28.04-2-71</td>
<td>3800 N FRENCH RD</td>
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<td>28.04-2-72</td>
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<td>42.00-1-3</td>
<td>2801 N FRENCH RD</td>
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<td>42.00-1-4.12</td>
<td>3001 N FRENCH RD</td>
<td>SA</td>
<td>RC</td>
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<tr>
<td>42.00-2-16.11</td>
<td>4001 N FRENCH RD</td>
<td>SA &amp; R-3</td>
<td>RC</td>
</tr>
<tr>
<td>42.00-2-6.1</td>
<td>9600 TRANSIT RD</td>
<td>R-3</td>
<td>RC</td>
</tr>
</tbody>
</table>
A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE, TO REZONE FROM (SEE ATTACHMENT “C”) TO (SEE ATTACHMENT “C”) AND TO AMEND THE ZONING MAP ACCORDINGLY.

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

Section 1. Title.

This Local Law shall be referred to as, “A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone See Attachment “C” from See Attachment “C” to See Attachment “C” and to Amend The Zoning Map Accordingly.”

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone See Attachment “C” from See Attachment “C” to See Attachment “C” zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from See Attachment “C” to See Attachment “C” the zoning of See Attachment “C”, subject to any conditions imposed by the authorizing resolution; legally described as follows:

See Attachment “C”

Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §265 of the Town Law of the State of New York.
The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 5. Effective Date.

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

Marjory Jaeger
Town Clerk
Town of Amherst
County of Erie, State of New York
Local Law to Amend the Zoning Ordinance: Setbacks & Height Regulations.

DRAFT RESOLUTION
(10/06/14)

Denial of Request to Amend the Zoning Ordinance Text
Setback and Height Regulations
(ZTA-2014-06)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the Town Board determines that the subject action is a Type II action under SEQR and no environmental review is required, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of August 21, 2014 that the proposed Zoning Ordinance text amendment for setback and height regulations is not consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board denies the request to amend the Zoning Ordinance text for setback and height regulations.

10/06/2014
A motion to open the public hearing was made by Supervisor Weinstein, seconded by Deputy Supervisor Marlette, and unanimously approved 5-0. The public hearing was opened at 7:22 PM.

Gary Black, Asst. Planning Director, presented and answered questions from the Town Board.

The following speakers addressed the Town Board with their questions regarding the setback and height changes:
Jim Tricoli, 4 Columbia Dr.
Dr. Patrick Welch, 78 Treebrooke Dr.
Sandra Koerber, 54 Frankhauser Rd.

As there were no further speakers, Supervisor Weinstein motioned to close the public hearing, seconded by Councilmember Manna and unanimously approved 5-0. The public hearing was closed at 7:50 PM.

Thomas Ketchum, Building Commissioner, addressed the Board. He advised that the
wording in the local law needs to be adjusted to more clearly reflect the changes. Gary Black will make the corrections and give copies to the Town Board for review 10 days prior to the vote.

Decision Date set for Oct. 20, 2014.

10/20/2014
A motion was made by Deputy Supervisor Marlette to reschedule the Decision Date to November 3rd as there were further changes to the draft local law. The motion was seconded by Councilmember Sanders and unanimously approved 5-0.

Decision Date set for Nov. 3, 2014.

11/03/2014
A motion was made by Deputy Supervisor Marlette to approve with the resolution listed below:

RESOLUTION
(11/3/14)
Adoption of Local Law to Amend the Zoning Ordinance
Setback and Height Requirements
ZTA-2014-06

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, the proposed Zoning Ordinance amendment is a Type 1 action, and that it is determined that the Zoning Code Text Amendment is not expected to have a significant adverse impact on the environment and issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board finds that the proposed Zoning Ordinance amendment to create the setback and height requirements in various districts is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed Zoning Ordinance text amendment is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed amendment, and be it further

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

The motion was seconded by Supervisor Weinstein and unanimously approved 5-0.
<table>
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<th>DECISION DATE [UNANIMOUS]</th>
<th>Next: 10/20/2014 7:00 PM</th>
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<td>SECONDER:</td>
<td>Barry A. Weinstein, Supervisor</td>
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<tr>
<td>AYES:</td>
<td>Weinstein, Marlette, Manna, Sanders, Popowich</td>
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Resolution 2014-1048
Meeting of October 6, 2014

Page 3
Amherst Town Board
The 2015 CIP is available for viewing at the Williamsville, Clearfield, Audubon, and Eggertsville-Snyder Libraries, the Planning Department, and on the Town of Amherst website.

**10/06/2014**
A motion to open the public hearing was made by Deputy Supervisor Marlette, seconded by Councilmember Manna, and unanimously approved 5-0. The public hearing was opened at 8:03 PM.

Dan Howard, Associate Planner, presented and answered questions from the Town Board.

The following speakers addressed the Town Board:
Lois Shriver, ACAC - Requested approval and support from the Board to have slated improvements done at the State Park and Dann Lake Park.
Kathy Eppolino, Maple Rd. - Questioned changes to Maplemere traffic signal
Phil Danielson, 72 Lily Brooke Ct. - In favor of drainage improvements for Ransom Oaks, opposed to extension of Glen Oak Dr. to Transit Rd.

As there were no further speakers, Supervisor Weinstein motioned to adjourn the public hearing, seconded by Deputy Supervisor Marlette and unanimously approved 5-0. The public hearing was adjourned at 8:24 PM.

Supervisor Weinstein stated the Board’s major commitment in the CIP Budget to paving in Amherst, waterline projects, culvert replacement in Ransom Oaks to reduce flooding, he acknowledged Lois Shriver’s request for park improvements, and the traffic signal replacement at Maplemere is for a more modern traffic signal.

**10/14/2014**
A motion to open the public hearing was made by Supervisor Weinstein, seconded by Deputy Supervisor Marlette, and unanimously approved 5-0. The public hearing was opened at 3:04 PM.

The following speakers addressed the Town Board in opposition to an extension of Glen Oak:
Colleen Bogdan, 108 Summershade Ct.
Chris Bogdan, 536 Glen Oak Dr.
Jim Benesch, 67 Lily Brooke Ct.

As there were no further speakers, Supervisor Weinstein motioned to adjourn the public hearing, seconded by Councilmember Manna and unanimously approved 5-0. The public hearing was adjourned at 3:14 PM.

**10/20/2014**
A motion to open the public hearing was made by Supervisor Weinstein, seconded by Councilmember Sanders, and unanimously approved 5-0. The public hearing was opened at 7:24 PM.

Don Smith, N. Long St. Addressed the Town Board pointing out errors in CIP budget under Highway Dept. (H-1), Library (L-1), and Youth & Recreation (YR-1). The following speakers addressed the Town Board in opposition to a Glen Oak Dr. extension to Transit Road:
Phil Danielson, 72 Lily Brooke Ct.
Chris Bogdan, 536 Glen Oak Dr.
Makala Poissant, Opal Ct.
Megan Hemmer, Opal Ct.
Mike Mommertz, 48 Ginger Dr.
Yashu Xuan, 421 Glen Oaks Dr.

As there were no further speakers, Supervisor Weinstein motioned to close the public hearing, seconded by Deputy Supervisor Marlette and unanimously approved 5-0. The public hearing was closed at 7:34 PM.

Dan Howard, Associate Planner, agreed with the math errors and that the totals listed were incorrect.

Thomas Ketchum, Building Commissioner, explained the CIP process is a financial planning tool and does not set projects in motion. The Board can approve or modify the scope of a project at any time.

Deputy Supervisor Marlette stated the most important thing is to take care of the culvert and the flooding. Supervisor Weinstein just wants the culvert.

Vote for the CIP Budget will take place at the end of the meeting, after the various budget amendments have been approved.

FINANCIAL IMPACT:
2015 CIP Budget

RESULT: ADJOURNED [UNANIMOUS]  
MOVER: Barry A. Weinstein, Supervisor  
SECONDER: Guy R. Marlette, Deputy Supervisor 
AYES: Weinstein, Marlette, Manna, Sanders, Popowich  
Next: 10/14/2014 3:00 PM
### TOWN OF AMHERST

**2015 - 2020 Capital Improvement Program**

Supervisor’s Recommended Program

(9/12/14)

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#### Administration

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<td>ADM-1</td>
<td>Town Equipment Acquisition: Acquire vehicles and other equipment for various Town departments. (2010)</td>
<td>1,200 LA</td>
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#### Building Department

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<tbody>
<tr>
<td>B-1</td>
<td>Eggertsville Youth and Community Center – Gym Roof Project: Remove and replace gym roof. (2015)</td>
<td>105 LA</td>
<td></td>
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<td></td>
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<td>$105,000</td>
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<tr>
<td>B-2</td>
<td>Town Parking Lot Maintenance: Parking lot improvements at town buildings and facilities to correct severe deterioration and conduct subsequent maintenance. (2009)</td>
<td>425 LA</td>
<td>425 LA</td>
<td>200 LA</td>
<td>100 LA</td>
<td>100 LA</td>
<td>100 LA</td>
<td>$1,350,000</td>
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</table>

1 - Year project was first submitted for inclusion in the Capital Improvement Program.

---

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## Summary of 2015 – 2020 Supervisor’s Recommended Program (9/12/14)

### Building Department (cont’d)

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<tbody>
<tr>
<td>B-3</td>
<td>St. Mary’s / Amherst State Park Boiler House Demolition: Remove dormant equipment and demolish wood and brick structure posing safety risk. (2014)</td>
<td>646.2 F/S</td>
<td></td>
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<td>B-4</td>
<td>Harlem Road Community Center HVAC Unit Replacement: Reconfigure ductwork, replace controls, and replace AC unit. (2015)</td>
<td>294 LA</td>
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### Engineering Department

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<tbody>
<tr>
<td>E-1</td>
<td>WPCF Clarifier Rehabilitation: Rehabilitation of mechanical and structural components of the 8 secondary clarifiers. (2015)</td>
<td>3,000 LW</td>
<td></td>
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<tr>
<td>E-2</td>
<td>WPCF Pump Station Improvements: Replace sluice gates, valves, and associated mechanical and electrical equipment in the main pump house.</td>
<td>2,200 LW</td>
<td></td>
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<td>E-3</td>
<td>WPCF Lift Station Pump Control Improvements: Provide field work and components to use existing communications system equipment to act as pump controllers for lift stations. (2015)</td>
<td>350 LW</td>
<td>300 LW</td>
<td></td>
<td></td>
<td></td>
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<tbody>
<tr>
<td>E-4</td>
<td>WPCF Asset Management: Procure asset management software and replace oxygen system equipment. (2015)</td>
<td>165 LW</td>
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<tr>
<td>E-5</td>
<td>WPCF Grit Air System Rehabilitation: Rehabilitate mechanical, piping and electrical components that supply and deliver air to grit chambers. (2015)</td>
<td>600 LW</td>
<td></td>
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<tr>
<td>E-6</td>
<td>WPCF Metering Diversion Structure Improvements: Rehabilitate mechanical and electrical components to divert, monitor and record flows. (2015)</td>
<td>1,200 LW</td>
<td></td>
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<tr>
<td>E-7</td>
<td>Glen Oak Drive Culvert Replacement: Replace/modify existing 3 pipe culvert as drainage improvements, extend dead end of Glen Oak to Transit Road (2011)</td>
<td>585.2 LH</td>
<td></td>
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</tr>
<tr>
<td>E-8</td>
<td>Robin Hill Drive Waterline Replacement: Replace 4,200’ of 6” watermain with 8” watermain along the entire length of Robin Hill Drive. (2012)</td>
<td>440 LI-15</td>
<td>430 LI-15</td>
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<tr>
<td>E-9</td>
<td>Northington Drive Watermain Replacement: Install 2,200’ of 8” watermain along the entire length of Northington Drive. (2012)</td>
<td>465 LI-15</td>
<td></td>
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<tr>
<td>E-10</td>
<td>Clearfield Drive Waterline Replacement: Replace 1,300’ of 6” with 8” waterline along Clearfield Drive from Plaza to Red Oak Drives (2015)</td>
<td>280 LI-15</td>
<td></td>
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<tr>
<td>E-11</td>
<td>Odessa Drive and Lilly Brooke Court Waterline Replacement: Replace 1,950’ of 8” watermain along entire length of Odessa Drive and Lilly Brooke Court. (2015)</td>
<td>400 LI-15</td>
<td></td>
<td></td>
<td></td>
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<tbody>
<tr>
<td>E-12</td>
<td>Bondcroft/Danebrock Sanitary Sewer Re-route: Reroute backyard sewers along Bondcroft Drive to 21” sanitary sewer on Danebrock Place to eliminate existing sanitary sewer back-ups. (2011)</td>
<td>438 LG</td>
<td></td>
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</tr>
<tr>
<td>E-13</td>
<td>Sanitary Sewer Relining Project – Various Locations: Perform spot repairs and re-line various sanitary collector sewers within the consolidated sewer district. (2015)</td>
<td>380 LG</td>
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<tr>
<td>E-14</td>
<td>North Bailey / Amsterdam / Emerson Intersection Improvements: Reconfigure the existing five-legged intersection based on the 2014 traffic counts and design study. (2015)</td>
<td>200 LD</td>
<td></td>
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</tr>
<tr>
<td>E-15</td>
<td>Veterans Park Improvements: Replace floating docks, replace roof of restroom. (2012)</td>
<td>85 LA</td>
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<tr>
<td>E-16</td>
<td>Bassett Park Improvements: Reconfigure and enhance existing pond. (2015)</td>
<td>100 LA</td>
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<tr>
<td>E-17</td>
<td>Amherst State Park Pedestrian Safety/Inclusive Access Improvements: Replace deteriorated concrete sidewalk, construct new stone trails and raised boardwalk, and replace deteriorating stone stairs. (2012)</td>
<td>240 LA</td>
<td>50 LA</td>
<td>90 X</td>
<td></td>
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<tr>
<td>E-18</td>
<td>Dann Lake Park Improvements: Construction a new paved parking area, access drive with culvert, trails, fishing docks and canoe/kayak launch platform. (2011)</td>
<td>200 LA</td>
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5.3.a Packet Pg. 57
### Engineering Department (cont’d)

#### Recommended Schedule (X $1,000)

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<tbody>
<tr>
<td>E-19</td>
<td>Raise Smith Road: Raise a 200’ section of Smith Road at culvert crossing by one foot to increase flood protection. (2010)</td>
<td></td>
<td>143.3 LH</td>
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<tr>
<td>E-20</td>
<td>Ditch 5 Culvert Extension at Flint Road: Install an extension to the culvert along Flint Road to accommodate future sidewalk. (2015)</td>
<td></td>
<td>75 LD</td>
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<tr>
<td>E-21</td>
<td>WPCF Disinfection/Phosphorus System Improvements: Replace equipment, piping, hardware, software, controls and associated appurtenances for automated disinfection and phosphorus removal system. (2015)</td>
<td></td>
<td>1,400 LW</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>E-22</td>
<td>WPCF Lift Station Rebuild: Replace deteriorated lift station structural, mechanical and electrical components. (2015)</td>
<td></td>
<td>335 LW</td>
<td></td>
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<tr>
<td>E-23</td>
<td>WPCF GT Chain &amp; Flight Replacement: Replace severely deteriorated chain and flight collectors in gravity thickeners. (2015)</td>
<td></td>
<td>530 LW</td>
<td></td>
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<tr>
<td>E-24</td>
<td>WPCF Pavement Areas: Addition of asphalt/concrete areas on plant site. (2015)</td>
<td></td>
<td>400 LW</td>
<td></td>
<td></td>
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<tr>
<td>E-25</td>
<td>WPCF SCADA Upgrades: Replace SCADA network backbone components. (2015)</td>
<td></td>
<td>1,000 LW</td>
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<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>E-26</td>
<td>WPCF Process Water System Rehabilitation: Replace failing and inefficient process water system. (2015)</td>
<td></td>
<td>705 LW</td>
<td></td>
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Summary of 2015 – 2020 Supervisor’s Recommended Program (9/12/14)

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<tbody>
<tr>
<td>E-27</td>
<td>WPCF Electrical Upgrades Phase 5: Replace/repair various MCC and switchgear equipment throughout the Plant. (2012)</td>
<td>650 LW</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>E-28</td>
<td>WPCF HVAC Facility Improvements Phase 5: Replace failing HVAC throughout the plant site. (2015)</td>
<td>505 LW</td>
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<tr>
<td>E-29</td>
<td>WPCF Roof Replacement: Replace failing roof systems as required. (2001)</td>
<td>395 LW</td>
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<tr>
<td>E-30</td>
<td>WPCF Building Infrastructure Improvements Phase 2: Replace various failing structural components on the Plant site. (2015)</td>
<td>350 LW</td>
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<tr>
<td>E-31</td>
<td>WPCF Sludge Storage Building: Addition of a sludge storage pole barn-type structure for storage of sludge boxes and equipment. (2015)</td>
<td>455 LW</td>
<td></td>
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<tr>
<td>E-32</td>
<td>Old Oak Post Road Waterline Replacement: Replace 6,900’ of 8” water main along the entire length of Old Oak Post, and connected culs-de-sac. (2014)</td>
<td>1,310 LI-15</td>
<td></td>
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<td></td>
<td></td>
<td>$1,310,000</td>
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<tr>
<td>E-33</td>
<td>Park Forest Drive Waterline Replacement: Replace 2,900’ of 6” with 8” waterline along the entire length of Park Forest Drive. (2014)</td>
<td>600 LI-15</td>
<td></td>
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<tr>
<td>E-34</td>
<td>Denrose Drive Waterline Replacement: Replace 2,300’ of 6” with 8” waterline along Denrose Road between Willowridge and Roger Chaffe Drives. (2014)</td>
<td>480 LI-15</td>
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<tr>
<td>E-35</td>
<td>Capen Boulevard Sanitary Sewer Rehabilitation Project - Phase 3: Replace damaged sections of sanitary sewer along the west side of Capen Boulevard from Kenmore Avenue to Longmeadow Road. Extend storm sewer facilities just north of Kenmore Avenue. (2014)</td>
<td></td>
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<td>545 LG</td>
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<td>E-36</td>
<td>North French Forcemain Extension: Install 6&quot; forcemain along the north side of North French Road from Huntingwood Drive to New Road. (2014)</td>
<td></td>
<td>187.5 LG</td>
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<tr>
<td>E-37</td>
<td>Rosedale Boulevard and Lamont Drive Drainage Improvements Phase I: Replace existing undersized storm sewer system to reduce street flooding. (2010)</td>
<td></td>
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<td>482.9 LH</td>
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<tr>
<td>E-38</td>
<td>East Saratoga Road Drainage Improvements: Install new storm drainage system, curbing, driveway aprons and repave road to relieve nuisance flooding. (2010)</td>
<td></td>
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<td>250 LH</td>
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<tr>
<td>E-39</td>
<td>Chassin Avenue Drainage Improvements: Replace existing clay limes stormwater pipes with HDPE pipes to relieve street flooding. (2012)</td>
<td></td>
<td></td>
<td>350.8 LH</td>
<td></td>
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<tr>
<td>E-40</td>
<td>Rosedale Boulevard and Lamont Drive Drainage Improvements Phase II: Replace existing undersized storm sewer system to reduce street flooding. (2014)</td>
<td></td>
<td></td>
<td>492 LH</td>
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<td>E-41</td>
<td>Mona and Jasper Drive Drainage Improvements: Replace existing undersized storm sewer systems to reduce street flooding in the area. (2014)</td>
<td></td>
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<tr>
<td>E-42</td>
<td>Burroughs Drive Drainage Improvements: Replace existing undersized storm sewer systems to reduce street flooding in the area. (2014)</td>
<td></td>
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<td>433 LH</td>
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<tr>
<td>E-43</td>
<td>Donna Lea Sanitary and Storm Sewer Improvements: Re-route Barberry Lane storm sewer to Ellicott Creek via Westwood Country Club. Upgrade sanitary sewer system in the Donna Lea area. (2010)</td>
<td></td>
<td></td>
<td>75 LH 350 E</td>
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</tr>
<tr>
<td>E-44</td>
<td>Mt. Vernon Sanitary Sewer Rehabilitation: Replace section so sanitary sewer with insufficient slopes along Mt. Vernon Road from Westmoreland Road to Charleston Road. Replace damaged or leaking laterals. (2014)</td>
<td></td>
<td></td>
<td>490 LG</td>
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<tr>
<td>E-45</td>
<td>North French Road Waterline Replacement: Replace 3,600’ of 8” waterline along North French Road between Hopkins and Dodge Roads (2014)</td>
<td></td>
<td></td>
<td>820 LI-15</td>
<td></td>
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<tr>
<td>E-46</td>
<td>Hyledge Drive, Cornell Avenue, Layton Ave, Lennox Avenue, Argyle Avenue, North and South Drives Sanitary Sewer Rehabilitation: Repair and reline existing clay tile sanitary sewers to eliminate infiltration of ground water and eliminate sanitary sewer back-ups. (2014)</td>
<td></td>
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<td>645 LG</td>
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  - # - Special District Number
  - NS – None Submitted

---

5.3.a

Packet Pg. 61
Summary of 2015 – 2020 Supervisor’s Recommended Program (9/12/14)

Engineering Department (cont’d)

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>E-47</td>
<td>Tonawanda Creek Grinder Pump Force Main Extension: Install 1,500’ of 2” force main along the south side of Tonawanda Creek Road east of Sweet Home Road to service homes on existing septic systems. Pumps will be installed and maintained by residents. (2012)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>340 LG</td>
<td>$340,000</td>
</tr>
<tr>
<td>E-48</td>
<td>Wehrle Drive Sanitary Low Pressure Grinder Pump System: Install a public low pressure grinder forcemain along Wehrle Drive from Cayuga Drive to Aero Drive. (2012)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>295 LG</td>
<td>$295,000</td>
</tr>
</tbody>
</table>

Key:

- **Funding Source**
  - T - Tax
  - L – Bond
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  - F/S – Federal or State Aid
  - X – Private or Other Source

- **Funding Account**
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  - W – Water Pollution Control Facility
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  - NS – None Submitted
### Summary of 2015 – 2020 Supervisor’s Recommended Program (9/12/14)

#### Highway Department

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>H-1</strong></td>
<td><strong>Paving and Curbing:</strong> Repave and install curbing and under drainage for various town roads. (2012)</td>
<td>1,050 LD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,550,000</td>
</tr>
<tr>
<td><strong>H-2</strong></td>
<td><strong>John James Audubon Bridges over Ellicott Creek:</strong> Repair spalling on bridge support as identified by the NYSDOT Inspection Report (2014)</td>
<td>22.3 LD</td>
<td>423.2 F/S</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$445,500</td>
</tr>
<tr>
<td><strong>H-3</strong></td>
<td><strong>Maplemere Traffic Signal:</strong> Replace traffic signal at Maple/Maplemere intersection. Signal #24. (2015)</td>
<td>117 LA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$117,000</td>
</tr>
<tr>
<td><strong>H-4</strong></td>
<td><strong>Traffic Signal Controls:</strong> Install / upgrade intersection signals as warranted and upgrade signal controllers to meet NYSDOT specifications. (2010)</td>
<td>75 LA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$75,000</td>
</tr>
<tr>
<td><strong>H-5</strong></td>
<td><strong>Bike Path Repaving:</strong> Repave portions of Walton Woods, Ellicott Creek and Tonawanda Creek bike paths. (2014)</td>
<td>103.5 LA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$103,500</td>
</tr>
<tr>
<td><strong>H-6</strong></td>
<td><strong>Harding and McKinley Curb Installation:</strong> Install curbing and under drainage for the movement of water to receivers from Main Street to Wehrle Drive. (2014)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>440.9 LH</td>
<td>$440,900</td>
</tr>
<tr>
<td><strong>H-7</strong></td>
<td><strong>Rehabilitation of Northledge Drive:</strong> Replace drainage, curbing, driveway aprons and pace the road. (2014)</td>
<td>227 LD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$227,000</td>
</tr>
<tr>
<td><strong>H-8</strong></td>
<td><strong>Rehabilitation of Sunshine Drive:</strong> Replace drainage, curbing, driveway aprons and pave the road. (2014)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>360.7 LD</td>
<td>$360,700</td>
</tr>
<tr>
<td><strong>H-9</strong></td>
<td><strong>Highway Building Boiler Replacements:</strong> Replace 2 boilers that are over 50 years old at the Highway Department. (2015)</td>
<td>100 LA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$100,000</td>
</tr>
</tbody>
</table>

**Key:**

- **T** - Tax
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- **W** - Water Pollution Control Facility

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Packet Pg. 63
## Summary of 2015 – 2020 Supervisor’s Recommended Program (9/12/14)

### Highway Department (cont’d)

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<tbody>
<tr>
<td>H-10</td>
<td>Highway Building Air Conditioners: Replace outdated roof air conditioning units. (2014)</td>
<td>100 LA</td>
<td></td>
<td></td>
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<td>$100,000</td>
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### Information Technology

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<tbody>
<tr>
<td>IT-1</td>
<td>Enterprise Timekeeping/Accruals and Records Management: Develop and install a network-wide timekeeping and accruals system. Develop and install system to enhance electronic records management and e-discovery capabilities. (2014)</td>
<td>140 LA</td>
<td></td>
<td></td>
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<td>$140,000</td>
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### Library

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<tbody>
<tr>
<td>L-1</td>
<td>Expansion of Main Library at Audubon: 8,000 square foot expansion of Main Library at Audubon. (2003)</td>
<td>200 LA</td>
<td>100 LA</td>
<td>500 LA</td>
<td>200 F/S</td>
<td></td>
<td></td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

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  - W - Water Pollution Control Facility
  - NS - None Submitted
  - # - Special District Number

---

**Note:** This document is an excerpt from the Supervisor’s Recommended CIP (RES-2014-1049: Public Hearing for 2015-2020).
### Summary of 2015 – 2020 Supervisor’s Recommended Program (9/12/14)

#### Planning Department

<table>
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<tbody>
<tr>
<td>P-1</td>
<td>SSG Billy Wilson Park on Hopkins Road Inclusive Playground and Improvements: Construct a new inclusive playground for people of all levels of ability, renovate existing shelters and construct a 1,500' asphalt pathway. (2015)</td>
<td>13.75 X</td>
<td>13.75 F/S</td>
<td>123.75 X</td>
<td>123.75 F/S</td>
<td></td>
<td></td>
<td>$275,000</td>
</tr>
<tr>
<td>P-2</td>
<td>University West Trail: Construct a 2 mile multi-use trail segment linking commercial activity centers along Niagara Falls Boulevard with the existing Town trail system and trails at the SUNY at Buffalo North Campus. (2015)</td>
<td>25 LA</td>
<td>100 F/S</td>
<td>175 LA</td>
<td>700 F/S</td>
<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>P-3</td>
<td>Historic Entranceway Rehabilitation: Rehabilitate 4 historic stone entranceways located along Main Street in Eggertsville and Snyder. (2015)</td>
<td>90 F/S</td>
<td></td>
<td>99 LA</td>
<td></td>
<td></td>
<td></td>
<td>$189,000</td>
</tr>
<tr>
<td>P-4</td>
<td>Nature View Park Improvements: Development of improved trails, pedestrian access for emergency responders, and signage system, install ATV barriers. (2011)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>205 LA</td>
<td>$205,000</td>
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</tbody>
</table>

#### Police

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<tr>
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<tbody>
<tr>
<td>PO-1</td>
<td>Secure Storage Building: Construct a 3,000 square foot structure to securely store sensitive equipment. (2015)</td>
<td>170 LA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$190,000</td>
</tr>
</tbody>
</table>

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## Summary of 2015 – 2020 Supervisor’s Recommended Program (9/12/14)

### Youth & Recreation

#### Recommended Schedule (X $1,000)

<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>YR-1</td>
<td><strong>Town Recreation Facility Improvements:</strong> Resurface tennis and basketball courts, make ball field improvements. (2011)</td>
<td>100 LA</td>
<td>100 LA</td>
<td>100 LA</td>
<td>100 LA</td>
<td>100 LA</td>
<td>100 LA</td>
<td>$672,500</td>
</tr>
<tr>
<td>YR-2</td>
<td><strong>North Amherst Recreation Center Outdoor Field Expansion:</strong> Expansion of the current outdoor field to meet growing soccer and lacrosse demand. (2004)</td>
<td>75 LA</td>
<td>75 X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$150,000</td>
</tr>
<tr>
<td>YR-3</td>
<td><strong>Town Park Improvements:</strong> Replace deteriorated fencing, make park shelter improvements in Town Parks. (2012)</td>
<td>50 LA</td>
<td>50 LA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$100,000</td>
</tr>
<tr>
<td>YR-4</td>
<td><strong>Sport Field Backstop Replacements:</strong> Replace existing fence backstops with canopy style backstops. (2015)</td>
<td>50 LA</td>
<td>50 LA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$100,000</td>
</tr>
</tbody>
</table>

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RESOLUTION 2014-1050

Town of Amherst 2015 Budget

Supervisor's tentative budget without Town Board modifications for the fiscal year beginning January 1, 2015.

The 2015 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 web site.

10/06/2014
A motion to open the public hearing was made by Deputy Supervisor Marlette, seconded by Councilmember Manna, and unanimously approved 5-0. The public hearing was opened at 8:30 PM.

Supervisor Weinstein presented an overview of the budget reviewing various revenues and expenses.

The following speaker addressed the Town Board:
Jane Cox, Harlem Rd. - Budget unavailable for viewing prior to hearing, questioned more time for comments.

As there were no further speakers, Supervisor Weinstein motioned to adjourn the public hearing, seconded by Deputy Supervisor Marlette and unanimously approved 5-0. The public hearing was adjourned at 8:50 PM.

Supervisor Weinstein explained the Budget Hearings will continue to be adjourned to allow comments until the vote on Oct. 20, 2014.

10/14/2014
A motion to open the public hearing was made by Supervisor Weinstein, seconded by Deputy Supervisor Marlette, and unanimously approved 5-0. The public hearing was opened at 3:19 PM.

Colleen Bogdan, 108 Summershade Ct. addressed the Town Board in favor of the 2015 Budget.

As there were no further speakers, Supervisor Weinstein motioned to adjourn the public hearing, seconded by Deputy Supervisor Marlette and unanimously approved 5-0. The public hearing was adjourned at 3:20 PM.

10/20/2014
A motion to open the public hearing was made by Supervisor Weinstein, seconded by Councilmember Sanders, and unanimously approved 5-0. The public hearing was opened at 7:50 PM.
The following speakers addressed the Town Board:
Dr. Patrick Welch, 73 Treebrooke Ct. - In support of #2014-1101 & #2014-1104, questioned several budget entries for various departments.
Steve Floss, 225 Lakewood Pkwy., President of the Town of Amherst Employee Assn. in support of #2014-1104.
Jane Cox, Harlem Rd. - In support of #2014-802 and #2014-1104.
Chris Drongoski, Amherstdale Rd. - Golf course issues, FOIL, is in favor of #2014-1101.
Jim Tricoli, 4 Columbia Dr. - Various golf course issues.

As there were no further speakers, Supervisor Weinstein motioned to close the public hearing, seconded by Deputy Supervisor Marlette and unanimously approved 5-0. The public hearing was closed at 8:05 PM.

Supervisor Weinstein answered the speaker questions. Chief Askey also responded to a question regarding the Police budget.

Vote for the 2015 Budget will take place at the end of the meeting, after the various budget amendments have been approved.

A motion to approve with amendments was made by Deputy Supervisor Marlette, seconded by Councilmember Sanders and unanimously approved 5-0.

FINANCIAL IMPACT:
2015 Town Budget

| RESULT:   | ADJOURNED [UNANIMOUS] | MOVER: Barry A. Weinstein, Supervisor |
| SECONDER: | Guy R. Marlette, Deputy Supervisor |
| AYES:     | Weinstein, Marlette, Manna, Sanders, Popowich |

Next: 10/14/2014 3:00 PM

Packet Pg. 68
RESOLUTION 2014-1092

2015 Budget Amendment #1

Town of Amherst
2015 Budget
Amendment (Correction) #1

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A7253-1000</td>
<td>Ice-personal services</td>
<td>$ 710,884.26</td>
</tr>
<tr>
<td>A7253-1200</td>
<td>Ice-overtime</td>
<td>$ 10,000.00</td>
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<tr>
<td>A7253-1300</td>
<td>Ice-Longevity</td>
<td>$ 1,800.00</td>
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<tr>
<td>A7253-1800</td>
<td>Ice-vacation sell back</td>
<td>$ 1,698.12</td>
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<tr>
<td>A7253-8030</td>
<td>Ice-social Security</td>
<td>$ 55,415.25</td>
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<tr>
<td>A7253-02004</td>
<td>Ice-Revenues</td>
<td>$(150,000.00)</td>
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<tr>
<td>A3120-1000</td>
<td>Police Civilian-historical Adj</td>
<td>$(75,000.00)</td>
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<tr>
<td>A3120-8030</td>
<td>Police Civilian-social security</td>
<td>$(5,737.50)</td>
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<tr>
<td>A7145-1000</td>
<td>Joint Rec-personal services</td>
<td>$ 43,845.22</td>
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<td>A7145-8030</td>
<td>Joint Rec-social security</td>
<td>$ 3,354.16</td>
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<tr>
<td>A7110-1000</td>
<td>Parks-personal services</td>
<td>$ 32,733.00</td>
</tr>
<tr>
<td>A7110-8030</td>
<td>parks-social security</td>
<td>$ 2,504.07</td>
</tr>
<tr>
<td>Appropriated Pension/Tax Stabilization Reserve</td>
<td>$ 631,496.58</td>
<td></td>
</tr>
</tbody>
</table>

FINANCIAL IMPACT:
Correctoin

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Mark A. Manna, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
Amherst Against Fracking

Suspension to Town Board Meeting Agenda of October 6, 2014

TO: Town Board

FROM: Barry A. Weinstein, M.D., Supervisor

DATE: October 6, 2014

RE: COMMUNICATION - AMHERST AGAINST FRACKING

E-mail communication of October 3, 2014, from Rita Yelda of Amherst Against Fracking.

10/06/2014
Referred to Town Attorney.

RESULT: REFERRED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
COMMUNICATION 2014-263

Nottingham Village East Condominiums

Suspension to Town Board Meeting Agenda of October 6, 2014

TO: Town Board

FROM: Barry A. Weinstein, M.D., Supervisor

DATE: October 3, 2014

RE: COMMUNICATION - NOTTINGHAM VILLAGE EAST CONDOMINIUMS

E-mail communication of October 3, 2014, from Gord Cumming, Chair, Nottingham Village East Condominiums Special Committee, in regard to Wegmans renovation.

10/06/2014
Referred to Building and Engineering.

RESULT: REFERRED [UNANIMOUS]

MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Mark A. Manna, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
Voigt, Shirley

From: Gord Cumming Fios [1]
Sent: Friday, October 03, 2014 8:09 AM
To: Weinstein, Barry
Cc: Ketchum, Tom
Subject: Nottingham Village East Condominium and Wegmans Renovation

Dr. Weinstein;

Attached please find a copy of a letter that was mailed to your attention yesterday.

I have been charged with chairing a special committee of the Nottingham Village East Condominium (NVEC) to better understand the impact of the renovations of the Wegmans store on Transit Rd as well as ongoing issues regarding the out-flow of water from the Wegmans and Target properties into the NVEC retention pond on Lord Byron Ln.

I have copied Tom Ketchum as the desire of the committee is to better understand the overall drainage plan of the properties that abut the NVEC property. We also hope to mitigate these issues before Wegmans files their final development plans and begins construction. We believe that an ongoing dialogue between the Town, Wegmans, Target and the residents of NVEC will lead to positive outcomes for all parties.

I have begun discussions with the store manager of the Wegmans Transit Rd. location, Steve Bertini, who has been helpful in answering some of our questions. I have been referred to Art Pires from Wegmans who I understand is better able to understand and address our issues and the renovation.

As I mention in our letter, Wegmans and Target have been good neighbors with few complaints from residents since NVCE was established in 2005 and completed in 2007. Residents understand that these are ongoing operations that were developed long before NVCE and that renovation and growth are critical in today’s competitive environment.

Our goal is to mitigate any plans that further exasperate rain water out-flow from the Target and Wegmans property that impacts NVCE property and the quality of life.

I look forward to discussing the issues and gaining a better understanding of both the Wegmans renovations and overall drainage from the Target and Wegmans properties. I can be reached at my contact information below.

Respectfully,

Gord Cumming
Chair, NVEC Special Committee

Gord Cumming CHRP SHRP
210 Lord Byron Ln
Williamsville, NY 14221-1999

10/3/2014
Nottingham Village East Condominium

210 Lord Byron Lane
Williamsville, NY 14221-1999
(716)639-7239
condo@nv-east.com

October 2, 2014

Danny Wegman
Chief Executive Officer
Wegmans Food Markets Inc.
100 Wegmans Market St.
Rochester, NY 14624

Dear Mr. Wegman;

I am writing on behalf of the Nottingham Village East Condominium Community to better understand the impact of the expansion of the Wegmans store at 8270 Transit Rd. Amherst, NY and share the homeowners' concerns of any negative impact on their property.

As background, Nottingham Village East Condominium (NVEC) is comprised of 61 patio homes on Lord Byron Lane, located directly behind your store to the west. Construction of the development began in 2005 by Marrano Homes and the last home was completed in 2007.

Upon transfer from Marrano Homes to NVEC, the land included a retention pond directly behind the Wegmans property which subsequently discharges into #26 creek to the south of the NVEC property. This retention pond, which predates the construction of NVEC, was originally constructed and sized per an engineering calculated design to collect storm water runoff out-flow of water from the parking lots and roofs from Wegmans and Target. The Wegmans property directly adjacent to the pond has two outfalls into the pond: a 36” outlet to the north of the store and another 18” outfall to the southwest corner of the Wegmans property. There is one other 18” outflow adjacent to the northwest corner of the Target property. The NVEC property has several 10” pipes that drain the roofs, lawns and driveways on the opposite side (west) on the pond.

Since 2006 the residents and Board of Managers of NVEC have assumed the responsibility of dealing with the issues of the pond while ensuring compliance with NYS Department of Environment Conservation regulations. Despite the fact that the NVEC does not significantly impact the inflow to the pond and has only 13 houses adjacent to the pond. The ongoing issues have included:

- Contracted NYS licensed geese control and mitigation to address sanitation and safety issues
- Contracted NYS licensed muskrat control and mitigation to address the erosion of the pond banks as a result of the muskrat tunneling
- Contracted NYS licensed ongoing service for weed control to eradicate invasive weeds and grasses that spread from the #26 creek area
- Contracted the installation of landscape fabric and rock rip-rap along the north and entire west side of the pond to address erosion of the bank, exacerbated by the wave action and eddy currents generated by the 36" Wegmans outflow, especially during heavy deluge downpours.

As a result of these issues and discussion at the NVEC annual meeting held in June 2014, the Board of Managers of NVEC commissioned a committee comprised of residents of NVEC whose purpose is to explore and discuss the impact of the store renovation and overall drainage with Target, Wegmans, and the Town of Amherst. By way of this letter the committee will also begin discussions with the Town of Amherst and Target to better understand the overall plan and its impact. The committee and Board of Managers would also like to better understand the overall drainage of the land parcels surrounding NVEC including Target and Wegmans, ensuring that the expansion does not negatively impact the residents and the retention pond.

Since the inception of NVEC, both Wegmans and Target have proven to be good neighbors. Residents understand that both your stores have been in place for two decades and that both renovation as well as expansion is necessary in today’s competitive environment. As I understand, there have been few complaints over the years and I am sure that most residents use Wegmans and Target as their stores of choice.

We are confident that beginning a dialogue between Wegmans, Target, the Town of Amherst, and NVEC to better understand the potential impact of the expansion, as well as the issues that we have faced with the pond, can lead to the addressing and mitigation of any future pond issues.

We look forward to discussing and addressing these important issues to the benefit of all parties.

Sincerely,

Gord Cumming
Chair, Special Committee
Nottingham Village East Condominium

Cc; Brian Cornell, CEO, Target Corporation
Cc; Dr. Barry A. Weinstein, Supervisor, Town of Amherst
Cc; Thomas Ketchum, Commissioner, Town of Amherst (via email)
Cc; NVEC Board of Managers (via email)
Cc; Clover Management (via email)
Cc; Steve Bertini, Wegmans Food Markets (via email)
Cc; Art Pires, Wegmans Food Markets (via email)
RESOLUTION 2014-1051

Outside Legal Counsel for Workers' Compensation Claims

WHEREAS, the Town of Amherst hires outside legal counsel to represent the town in Workers’ Compensation claims; and

WHEREAS, the Town of Amherst wishes to receive the best pricing on legal services associated with Workers’ Compensation claims; therefore,

BE IT RESOLVED that the Amherst Town Board directs the Town Attorney’s Office to develop an RFQ for legal services associated with Workers’ Compensation claims; and

BE IT FURTHER RESOLVED that the Town Attorney is directed to review the responses to the RFQ and provide a recommendation to the Amherst Town Board for approval.

10/06/2014
Consent

FINANCIAL IMPACT:
To be determined

RESULT: ADOPTED [UNANIMOUS]
MOVER: Barry A. Weinstein, Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
COMPENSATION FOR DEPUTY HIGHWAY SUPERINTENDENT

WHEREAS, Joseph A. Speth, Deputy Superintendent, Amherst Highway Department, has assumed the duties formerly performed by Robert Anderson; now, therefore,

BE IT RESOLVED that the compensation for Deputy Superintendent Joseph A. Speth be increased to $97,000 with out-of-title payments.

FINANCIAL IMPACT:
To be determined

RESULT: ADOPTED [UNANIMOUS]
MOVER: Barry A. Weinstein, Supervisor
SECONDER: Mark A. Manna, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
Appointment to Amherst Youth Board

BE IT RESOLVED that the Amherst Town Board appoint Kendyl Kratzer to the Amherst Youth Board for a term ending December 31, 2015.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
RESOLUTION 2014-1054

Appointees to Recycling & Waste Committee

BE IT RESOLVED that the Amherst Town Board appoint Jennifer M. Farrar to the Recycling & Waste Committee for a term ending December 31, 2015.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steven D. Sanders, Councilmember
SECONDER: Guy R. Marlette, Deputy Supervisor
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
WHEREAS, the Town Board (Resolution 2014-229) directed the Government Study Committee to review and recommend to the Town Board an Open Government Plan; and

WHEREAS, the Town of Amherst is committed to creating a high level of openness and transparency in government; and

WHEREAS, the three principles of transparency, participation, and collaboration form the cornerstone of an open government; and

WHEREAS, more government information should be published and made available via the Internet which will provide greater public access to information and a mechanism for public feedback and participation; and

WHEREAS, the demands of an across-the-board open government framework require the assistance of an Open Government Advisory Board, to guide these initiatives; and

WHEREAS, goals and timetables should be established for development and implementation of an overall Open Government Plan to enhance and develop transparency, public participation, and collaboration in all town activities;

NOW, THEREFORE, BE IT RESOLVED, the Town Board shall appoint an Open Government Advisory Board. The Board shall consist of seven members, including the liaison, and shall be chaired by an individual designated by the Supervisor. The Advisory Board shall meet regularly at such times as the Board decides; and

BE IT FURTHER RESOLVED, the Supervisor shall designate a department head to serve as a liaison to the Open Government Advisory Board. The liaison will lead the Open Government initiatives outlined in this Resolution, including working with town departments and agencies to establish standards for publication of information and the most effective means for making such information available. The liaison will report to the Supervisor regarding Open Government initiatives; and

BE IT FURTHER RESOLVED, the Open Government Advisory Board shall develop and publish an Open Government Plan. The plan will detail, including specific actions, timelines, and steps the Town of Amherst will take to incorporate the principles of open government into its daily activities; and

BE IT FURTHER RESOLVED, the Open Government Plan shall be formulated with the input of senior policy, legal, and technology leadership in the Town; open government experts; and the general public; and

BE IT FURTHER RESOLVED, the components of the Open Government Plan shall include:
(1) Transparency: Steps the Town will take to conduct its work more openly and publish its information online, including ready public access to ordinances and regulations, policies, legislative records, budget information, crime statistics, public health statistics, and other information.

(2) Public Participation: Description of how the Town will enhance and expand opportunities for the public to participate throughout each department’s decision-making process, including instructions for online access to published information and opportunities for comment; methods for identifying stakeholders and other affected parties and encouraging their participation; links to appropriate websites where the public can engage in the Town’s existing participatory processes; and proposed changes to internal management and administrative policies to increase public participation.

(3) Collaboration: Steps the Town will take to enhance and expand cooperation among its departments and agencies, other governmental agencies, private and nonprofit entities, and the public, to fulfill Town goals and obligations; including proposals to use technology platforms and links to appropriate websites to improve, and inform the public about, existing collaboration efforts, and use of innovative methods to obtain ideas from and to increase collaboration with those in the private sector, nonprofit and academic communities.

BE IT FURTHER RESOLVED, a portal/place shall be established on the Town’s website that will serve as the source for Town-wide and departmental activities with respect to this open government initiative; and

BE IT FURTHER RESOLVED, progress toward meeting the Open Government goals set forth in this Resolution shall be evaluated six months from the adoption date of this Resolution, again one year from the adoption date, and annually thereafter. The evaluations shall be released on the Open Government Portal and shall include criteria to be developed by the Open Government Advisory Board.

10/06/2014
Consent

FINANCIAL IMPACT:
None

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<th>RESULT:</th>
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<tr>
<td>MOVER:</td>
<td>Ramona D. Popowich, Councilmember</td>
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<tr>
<td>SECONDER:</td>
<td>Steven D. Sanders, Councilmember</td>
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<tr>
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<td>Weinstein, Marlette, Manna, Sanders, Popowich</td>
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RESOLUTION 2014-1056

Ball Field Canopy Backstops & Protective Enclosures Town of Amherst Project No. 2014.041 Bond Resolution: $100,000.00

AGENDA ITEM: OCTOBER 6TH, 2014

TO: Town Board
FROM: E. Thomas Jones, Esq., Town Attorney
RE: Ball Field Canopy Backstops & Protective Enclosures Town of Amherst Project No. 2014.041 Bond Resolution: $100,000.00

Kindly adopt the attached bond resolution authorizing the issuance of $100,000.00 in serial bonds for the above-referenced Town improvement.

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

Thank you.

ETJ:msl
Attachment
  Kathy Cooper, Deputy Town Clerk (w/attachment, Agenda Item: October 6, 2014)
  Marjory Jaeger, Town Clerk (w/attachment)
  Darlene A. Carroll, Comptroller (w/attachment)
  Thomas C. Ketchum, P.E., Interim Town Engineer (w/attachment)
  Gary Black, Assistant Director of Planning (w/attachment)
  Mary-Diana Pouli, Executive Director, Youth & Recreation (w/attachment)
  Eric Guzdek, Recreation Specialist (w/attachment)
  Brian J. Armstrong, Assistant Municipal Engineering (w/attachment)

FINANCIAL IMPACT:
Bond Resolution: $100,000.00

RESULT: ROLL CALL VOTE (ADOPTED) [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Mark A. Manna, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on October 6, 2014.

There were present: Hon. Barry A. Weinstein, Supervisor; and Board members:

There were absent:

Also present: Marjory Jaeger, Town Clerk

* * *

__________________________ offered the following resolution and moved its adoption:
BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED OCTOBER 6, 2014, AUTHORIZING THE ACQUISITION AND INSTALLATION OF NEW SOFTBALL FIELD CANOPY BACKSTOPS AND PROTECTIVE ENCLOSURES AT VARIOUS TOWN FACILITIES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $100,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING BONDS IN THE PRINCIPAL AMOUNT OF $100,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the “Town”), is hereby authorized to acquire and install new softball field canopy backstops and protective enclosures at various Town facilities, as described in the map, plan and report dated September, 2014, prepared by the Town Engineering Department (Project No. 2014.041). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $100,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of $100,000 serial bonds of the Town to finance said appropriation, and the levy and collection of taxes on all the
taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Serial bonds of the Town in the principal amount of $100,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the “Law”), to finance said appropriation.

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

(a) The period of probable usefulness applicable to the object or purpose for which said serial bonds are authorized to be issued, within the limitations of Section 11.00 a. 19 (c) of the Law, is fifteen (15) years.

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

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

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

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

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:
(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

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

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

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

PLEASE TAKE NOTICE that on October 6, 2014, the Town Board of the
Town of Amherst, in the County of Erie, New York, adopted a bond resolution
entitled:

"Bond Resolution of the Town of Amherst, New York, adopted October 6, 2014, authorizing the acquisition
and installation of new softball field canopy backstops
and protective enclosures at various Town facilities,
stating the estimated maximum cost thereof is
$100,000, appropriating said amount for such purpose,
and authorizing the issuance of bonds in the principal
amount of $100,000 to finance said appropriation,"

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

FIRST: AUTHORIZING said Town to acquire and install new softball
field canopy backstops and protective enclosures at various Town facilities as
described in the map, plan and report dated September, 2014, prepared by the
Town Engineering Department; STATING the estimated maximum cost thereof,
including preliminary costs, and costs incidental thereto and the financing thereof, is
$100,000; APPROPRIATING said amount for such purpose; and STATING the plan of
financing includes the issuance of $100,000 serial bonds of the Town to finance said
appropriation, and the levy of a tax upon all the taxable real property within the
Town to pay the principal of said bonds and interest thereon;

SECOND: AUTHORIZING the issuance of $100,000 serial bonds of the
Town pursuant to the Local Finance Law of the State of New York (the “Law”) to
finance said appropriation;

THIRD: DETERMINING and STATING the period of probable
usefulness applicable to the purpose for which said serial bonds are authorized to
be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation
notes issued in anticipation thereof may be applied to reimburse the Town for
expenditures made after the effective date of this bond resolution for the purpose
for which said bonds are authorized; and the proposed maturity of said $100,000
serial bonds will exceed five (5) years;
FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

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

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

DATED: October 6, 2014

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

*   *   *

Attachment: CertExtofMins (RES-2014-1056 : Bond : Ball Field Canopy Backstups & Protective Enclosures)
The adoption of the foregoing resolution was seconded by __________ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

*******
CERTIFICATE

I, MARJORY JAEGER, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on October 6, 2014, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____ day of October, 2014.

(SEAL)

___________________________
Town Clerk
RESOLUTION 2014-1057

Public Hearing Date Request: Local Law “A Local Law Amending Chapter 203 of the Code of the Town of Amherst, The Zoning Ordinance, as Adopted by Local Law 6-2006, to Include a Provision Prohibiting Gas or Oil Exploration, Otherwise Known as Hydrofracking, in the Town of Amherst.”

AGENDA ITEM: OCTOBER 6TH, 2014

TO: Town Board
FROM: E. Thomas Jones, Esq., Town Attorney
RE: Public Hearing Date Request: Local Law “A Local Law Amending Chapter 203 of the Code of the Town of Amherst, the Zoning Ordinance, As Adopted By Local Law 6-2006, To Include A Provision Prohibiting Gas or Oil Exploration, Otherwise Known As Hydrofracking, in the Town of Amherst.”

As directed by the Town Board in Resolution # 2014-451, attached please find the proposed Local Law with respect to the above matter. The requested changes have been made to this Local Law.

Kindly adopt a resolution to set a Public Hearing for November 17, 2014 at 7:00 p.m. to adopt such Local Law.

Thank you.

ETJ:msl
Attachment
c: Kathy Cooper, Deputy Town Clerk (w/attachment)
    Marjory Jaeger, Town Clerk (w/attachment)
    Gary Black, Assistant Planning Director (w/attachment)
    Jean Brzezinski, Planning Department (w/attachment)

10/06/2014
Consent to withdraw.

RESULT: WITHDRAWN
LOCAL LAW NO. ____-2014

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Amending Chapter 203 of the Code of the Town of Amherst, the Zoning Ordinance, As Adopted By Local Law 6-2006, To Include A Provision Prohibiting Gas or Oil Exploration, Otherwise Known As Hydrofracking, in the Town of Amherst.

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

Section 1. Title

This Local Law shall be referred to as, “A Local Law Amending Chapter 203 of the Code of the Town of Amherst, the Zoning Ordinance, As Adopted By Local Law 6-2006, To Include A Provision Prohibiting Gas or Oil Exploration, Otherwise Known As Hydrofracking, in the Town of Amherst.”

Section 2. Purpose

The purpose of this Local Law shall be to amend Sections 1-7 and 1-2-2 of Chapter 203 of the Code of the Town of Amherst with respect to Hydrofracking.

Section 3.

Section 1-2-2 of Chapter 203 of the Code of the Town of Amherst is hereby amended by adding thereto another sub-section, sub-section “N” thereto:

§1-2-2. The ordinance is intended to achieve, among others, the following objectives:

A. To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development;

B. To provide adequate open spaces for light, air and outdoor uses to include public, common and private open space areas;

C. To prevent overcrowding of the land;

D. To prevent excessive concentration of population and to prevent sparse and uncoordinated development;

Strikethrough = Deleted language; Underline = Added language
E. To regulate and control the location and spacing of buildings on the lot and in relation to the surrounding property generally consistent with the policies of the Comprehensive Plan;

F. To protect persons and property from damage and injury due to fire or flood;

G. To preserve and protect significant natural features and vegetation, thereby preventing ecological damage and visual blight which occur when those features or vegetation are eliminated or substantially altered to serve development purposes only;

H. To assure that structure and land use arrangements are aesthetically harmonious with nearby areas and structures;

I. To regulate the location of buildings and intensity of uses in relation to streets according to plans so as to cause the least interference with and be damaged least by traffic movements and hence result in lessened street congestion and improved public safety;

J. To establish zoning patterns that insure economical extensions for sewers, water supply, waste disposal and other public utilities, as well as development of recreation, schools and other public facilities;

K. To guide the future development of the town so as to bring about the gradual conformity of land, structures and uses generally consistent with the policies of the Comprehensive Plan;

L. To accomplish the specific intents and goals set forth in the introduction to the respective sections; and

M. To protect the community from visual pollution resulting from the unregulated use of signs and other advertising devices.

N. The Town declares that the industrial use of land in the residential environment of Amherst for natural gas purposes would endanger the health, safety and general welfare of the community through the deposit of toxins into the air, soil, water environment, and in the bodies of residents.
Section 1-7 of Chapter 203 of the Code of the Town of Amherst is hereby amended by adding a new section as follows:

§ 1-7 Subsurface Rights

This Ordinance shall not abrogate or restrict any subsurface rights acquired by deed or lease, but all surface or above-surface structures in conjunction therewith shall be subject to the regulations established in this Ordinance.

1-7.1 Prohibited Uses

A. Prohibition against the Exploration for or Extraction of Natural Gas and/or Petroleum.

No land in the Town shall be used to conduct any exploration for natural gas and/or petroleum; to drill any well for natural gas and/or petroleum; or to erect any derrick, building or other structure; or to place any machinery or equipment for such purposes.

B. Prohibition against the Storage, Treatment and/or Disposal of Natural Gas and/or Petroleum Exploration and Production wastes resulting from high volume hydraulic fracturing (HVHF).

No land in the Town shall be used for sale, acquisition, storage handling, treatment and/or processing of oil or gas wastes resulting from high volume hydraulic fracturing.

Section 4. Effective Date

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

Marjory Jaeger
Town Clerk
Town of Amherst
County of Erie, New York
RESOLUTION 2014-1058

Public Hearing Date Request: Local Law Amending Chapter 160 of the Code of the Town of Amherst, Sewers - Minimum Size of Grease Interceptor

AGENDA ITEM: OCTOBER 6TH, 2014

TO: Town Board
FROM: Philip B. Abramowitz, Esq., Deputy Town Attorney
RE: Public Hearing Date Request: Local Law Amending Chapter 160 of the Code of the Town of Amherst, Sewers - Minimum Size of Grease Interceptor

Attached please find the proposed Local Law with respect to the above matter.

Kindly adopt a resolution to set a Public Hearing for November 17, 2014 at 7:00 p.m. to adopt such Local Law.

Thank you.

ETJ:msl
Attachment
c: Kathy Cooper, Deputy Town Clerk (w/attachment)
    Marjory Jaeger, Town Clerk (w/attachment)
    Thomas C. Ketchum, P.E., Interim Town Engineer (w/attachment)

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
LOCAL LAW NO. __________ - 2014

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 160 OF THE CODE OF
THE TOWN OF AMHERST, SEWERS

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

Section 1. Title

This Local Law shall be referred to as, “A Local Law Amending Chapter 160 of the Code of the Town of Amherst, Sewers – Minimum Size of Grease Interceptor.”

Section 2. Purpose

The purpose of this Local Law shall be to amend Chapter 160 of the Town Code with respect to the minimum size of grease interceptors.

Section 3. The Town Code of the Town of Amherst is amended by adding thereto a new Section 160-13(C) as follows:


A. Whenever deemed necessary, the Town Engineer may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams and such other conditions as may be necessary to protect the POTW and determine the user’s compliance with the requirements of this Part 1.

B. The Town Engineer may require any person discharging into the POTW to install and maintain, on his/her property and at his/her expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.

C. Grease, oil and sand interceptors shall be provided, replaced and maintained by industrial or commercial users as required by the Town
Engineer, and shall service all discharges containing sand, fats, grease or oils. All interceptors shall be sized in accordance with the specific sizing criteria established by the manufacturer, based on calculated loads. A new grease or oil interceptor shall have a minimum size of 500 gallons. When an existing grease or oil interceptor is replaced, the size shall be approved by the Commissioner of Building. The installation of the unit must be installed in accordance with the applicable plumbing codes and standards. All required units must be approved by the Town, and where applicable, Plumbing and Drainage Institute (PDI) certified units shall be used. A food waste grinder is not permitted to discharge into a grease interceptor unless the interceptor has been designed or rated for such an application, or unless a solids interceptor has also been installed upstream. The units shall be so located to be easily accessible for cleaning, inspection and sampling. Such interceptors shall be inspected, cleaned and repaired regularly, by the user at his/her expense, to the satisfaction of the Town. If, in the opinion of the Town Engineer, any existing interceptor units are undersized, inadequate or in need of repair, the Town Engineer can order the industrial or commercial user to replace that existing unit with a new interceptor meeting the Town’s requirements.

D. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

Section 4. Effective Date

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

Marjory Jaeger, Town Clerk
Town of Amherst
County of Erie, State of New York
Please authorize the Supervisor to sign the annual service contract with Lineage for the Town Hall mail machine. This agreement covers the period of 10/26/2014 to 10/25/2015.

**10/06/2014**
Consent

**FINANCIAL IMPACT:**
This is to be paid from the 2014 budget, A1410-4000. Annual fee is $717.00.

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<tr>
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<td>Steven D. Sanders, Councilmember</td>
</tr>
<tr>
<td>AYES:</td>
<td>Weinstein, Marlette, Manna, Sanders, Popowich</td>
</tr>
</tbody>
</table>
1. If the Machine is leased, the annual contract cannot be terminated and must be "active" for the term of the lease including renewal periods. The terms and conditions herein shall remain in full force and effect during any renewal term except the annual rates set forth herein shall be adjusted during any renewal term to Company's then current rates.

2. This Agreement shall commence on the Machine's installation date and shall continue for either a one (1) year term or the Maximum Cycles, whichever occurs first. Thereafter, it shall renew in either annual terms or the Maximum Cycles, whichever occurs first.

3. The Company's obligations herein called "Service" shall be limited to providing: (i) periodic inspections and diagnostic checks of the Machine and (ii) repair or replacement of complete assemblies resulting from the wearing out of numerous parts. The Company reserves the right to use new or recycled parts when performing repairs on the Machine as long as they meet or exceed manufacturer's specifications. Preventative maintenance may be performed at the same time as a requested service call.

4. For computer-based systems, the Company's obligations hereunder shall not include backup and/or recovery of applications, programs or data. If service is required due to hardware and/or software failures resulting in the loss of these items, the Company shall be charged at the then current hourly rate for consultation, programming, development and/or labor to restore the system to its prior operating condition, when and if possible. These charges are in addition to any charges already paid by the Customer.

5. Service shall be performed during the Company's usual business hours which are Monday through Friday 8:00 AM to 5:00 PM, excluding Holidays. Service, when and if available after the Company's usual business hours, on Saturdays, Sundays and Holidays, must be scheduled in advance and shall be charged at the Company's then current "after hours" rates for labor, travel and expenses and will be in addition to any charges already paid by Customer hereunder.

6. If the Machine is regularly used by more than one (1) shift of personnel, the charges herein shall increase by fifty (50) percent (or each additional shift using the Machine.

7. If, in the Company's opinion, the Machine ought to be removed for an overhaul, rebuild, or reconditioning because of on-site repair and/or replacement of parts cannot keep the Machine in satisfactory operating condition, the Company will submit a cost estimate to Customer for such services and if authorized by Customer, the Company will perform such service at the sole expense of Customer which will be in addition to any charge paid by Customer hereunder.

8. Any parts hereunder shall be free from manufacturing defects in material and workmanship under normal use for a period of ninety (90) days after same are supplied to Customer. This Warranty does not apply to any parts that may have been tampered with or repaired by persons other than persons authorized by the Company to perform service on the Machine or if the part has been subjected to misuse or abuse. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND/or FITNESS FOR ANY PARTICULAR PURPOSE. In case of any breach of the Warranty, the Company's obligations shall be limited to the repair or replacement of any defective part without charge. THE COMPANY SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS AND LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR CUSTOMER'S EXPENSE OR LOSS OF INCOME WHILE MACHINES ARE OUT OF OPERATING.

9. If the Company provides Service hereunder for the following units, the parts listed next to said units are hereby expressly excluded from the Company's obligations hereunder:

   a) All Product - Consumable supplies including but not limited to: labels, tape pads, ... EXCLUSIONS
   b) Millard Machines - Belts
   c) Barcoo Scanners - Cables, lenses
   d) Printers - Print heads

10. The Company's Service is contingent upon the proper use of all equipment. It is a) Electrical work external to the equipment or service related to accessories, attachments, or other devices not furnished by the Company; b) Service caused by materials or supplies that are not Company or manufacturer supplied will result in a service charge and/or additional charges; c) Repair of damage or increase in service time resulting from: 1) Abuse, vandalism, theft, fire or water damage, misuse or other than ordinary use. 2) Failure of electrical power, air conditioning or humidity control; and 3) Alterations which include but are not limited to, any changes in the Company's design, installation, removal of the Company's features, any other modifications, repairs or maintenance or whenever any of the foregoing is performed by persons other than the Company's personnel.

11. All leased Machines must have an "active" Agreement. For non-leased Machines, termination of the Agreement by either party must be given by written notice to the other party not less than thirty (30) days prior to the expiration of the current term (original or renewal). In the event that this Agreement should be terminated by the customer prior to the ending date of the then current term (original or renewal), the customer shall not be entitled to any refunds of any amount paid under this Agreement.

12. This Agreement constitutes the entire Agreement between the parties hereto, and supersedes all previous negotiations, commitments and agreements with respect to its subject matter. This Agreement may not be modified except in writing, acknowledged and signed by both parties. The terms of this Agreement shall prevail over any inconsistent terms appearing on any purchase order or acknowledgments submitted by the customer.

Authorization and Acceptance

Customer Signature: 

Date: 

Employee Signature: 

Print Name: 

Title: 

Print Name: 

March 30, 2012
Addendum to Contract

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

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.

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 from the negligence, active or passive, of Contractor, its officers, agents, subcontractors, and/or employees.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph 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 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 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:

General and Professional (if applicable) Liability insurance 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.

Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances.

Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also name the Town as a primary additional insured in said policies.

(c) 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 and no later than three (3) days after the date of such accident.
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.

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.

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.

This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the Agreement will be held in Erie County, New York.

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 ___________________________. Barry A. Weinstein, M.D., 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. 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:

**Lineage**

Print Name of Company

By: **Sharon Siuda**

Signature

**Sharon Siuda**

Printed name

Date: **9/23/14**

Agreed to and Accepted by:

**Town of Amherst**

By: **Barry A. Weinstein, M.D., Supervisor**

Date: __________________________
### General Liability

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Addenda</th>
<th>Instr.</th>
<th>Policy</th>
<th>Policy Exp.</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>Claims-Made</td>
<td>Occur</td>
<td>CPP0811066</td>
<td>12/31/2013 to 12/31/2014</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
<td></td>
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<td></td>
<td>DAMAGE TO RENTED PREMISES (EA occurrence) $50,000</td>
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<td></td>
<td></td>
<td>MED EXP (Any one person) $5,000</td>
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<td></td>
<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td></td>
<td>GENERAL AGGREGATE $2,000,000</td>
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<td></td>
<td>PRODUCTS (COMP/AGG) $2,000,000</td>
</tr>
</tbody>
</table>

### Automobile Liability

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Addenda</th>
<th>Policy</th>
<th>Policy Exp.</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Auto</td>
<td>All Owned Autos</td>
<td>EBA0175360</td>
<td>12/31/2013 to 12/31/2014</td>
<td>COMBINED SINGLE LIMIT (EA accident) $1,000,000</td>
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<tr>
<td></td>
<td>Scheduled Autos</td>
<td></td>
<td></td>
<td>BODILY INJURY (Per person)</td>
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<tr>
<td></td>
<td>Non-Owned Autos</td>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident)</td>
</tr>
<tr>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR CLAIMS-MADE</td>
<td>CCUR0811066</td>
<td>12/31/2013 to 12/31/2014</td>
<td>EACH OCCURRENCE $5,000,000</td>
</tr>
<tr>
<td>EXCESS LIABILITY</td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
<td>AGGREGATE $5,000,000</td>
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</tbody>
</table>

### Workers' Compensation and Employers' Liability

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Y/N</th>
<th>Policy</th>
<th>Policy Exp.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</td>
<td>N/A</td>
<td>WC1860722</td>
<td>12/31/2013 to 12/31/2014</td>
</tr>
<tr>
<td>E.L. EACH ACCIDENT</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.L. DISEASE - EA EMPLOYEE</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.L. DISEASE - POLICY LIMIT</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Description of Operations / Locations / Vehicles

The Town of Amherst is included as Additional Insured on a primary and noncontributory basis under the General Liability if required by written contract. Owners are covered under the Workers Compensation policy.

#### Certificate Holder

**Town of Amherst**

5583 Main Street

Williamsville, NY 14221

---

**Cancelation**

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**

Mark Stahlka/RVA
RESOLUTION 2014-1060

Snow Plow Permits

Snow Plow Permits for Agenda Date October 6, 2014

Frank Tripi #007
3700 Timberlink Road
North Tonawanda, NY 14120

Joseph P Canella #008-#009
29 Sweet Briar Road
Tonawanda, NY 14150

Kilroy’s Construction & Snowplowing #010
Shawn P Kilroy
350 North French Road
Amherst, NY 14228

10/06/2014 Consent

FINANCIAL IMPACT:
Income to the Town.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
WHEREAS, the property at 300 Berkley Road sustained fire damage on January 17, 2014 and has been deteriorating without repair since the date of the fire; and

WHEREAS, the Building Commissioner has determined that in accordance with Section 151-56A of the Property Maintenance Code of the Town of Amherst, the dwelling is so dilapidated, insanitary, unfit for human habitation, and potentially dangerous that the dwelling should be repaired or demolished; and

WHEREAS, the owners of the property, Susan and John Gowen, III., have not provided an acceptable commitment to repair or demolish the damaged structure; and

WHEREAS, the Building Commissioner recommends that in accordance with Section 151-53 of the Property Maintenance Code, the appropriate persons and entities should be put on notice that the dwelling must be either demolished or brought into compliance with all applicable codes within 60 days, otherwise the Town of Amherst will proceed with demolition and place attendant costs on the property owner; therefore,

BE IT RESOLVED that the Town Board schedule a public hearing for November 17, 2014, for the purpose of considering the demolition of the dwelling at 300 Berkley Road.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
RESOLUTION 2014-1062

Routine Transfers and Amendments

For October 6, 2014 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 10/1/2014
Re: Various Department Budget Transfers / Amendments

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

**BUDGET TRANSFERS - 2014**

**From:** A7140.4220 Amherst Rec Complex - Buildings & Grounds $4,000
**To:** A7141.4220 Clearfield - $4,000

**BUDGET AMENDMENTS - 2014**

**Increase:**
N1446.02785 Amherst Home Rehab Single Family - PI $2,852.10
N1461.02785 Admin Program Delivery - Program Income $316.90
N1423.02785 CDBG & Vg. Program Income $8,581.00

**Increase:**
N1446.4000 Contractual $2,852.10
N1461.4003 10% Admin. $316.90
N1423.4000 Contractual $8,581.00

To recognize Community Development program income from 77 S. Harvest Street.

**10/06/2014**
Consent

FINANCIAL IMPACT:
none

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
RESOLUTION 2014-1063

Budget Amendment for Building Department OT

Please approve the following Budget Amendment for the Building Department:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>B3620-1200</td>
<td>Building Department Overtime</td>
<td>$23,223.41</td>
</tr>
<tr>
<td>B3620-8030</td>
<td>Building Department Social Security</td>
<td>$1,776.59</td>
</tr>
<tr>
<td></td>
<td>(B3620-02555 Building Permit Revenue)</td>
<td>$15,000.00</td>
</tr>
<tr>
<td></td>
<td>(B3620-02565 Plumbing Permit Revenue)</td>
<td>$5,000.00</td>
</tr>
<tr>
<td></td>
<td>(B3620-02560 Electrical Permit revenue)</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

The Building Commissioner is confident that he will exceed his budgeted revenue by at least $25,000. Additional OT is necessary to prevent delays in processing permits and doing inspections.

10/06/2014
Consent

FINANCIAL IMPACT:
$15,000 from B3620-02555 and $5,000 from B3620-02560 and $5,000 from B3620-02565

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
Transfer from Contingency for HRCC Hot Water Heater

Please approve a transfer in the amount of $13,750 from the general fund contingency account (A1990-4000) into the Building Maintenance Building Improvement Account (A1620-2150) for a new hot water heater. Please note this replaces the chimney liner project.

10/06/2014 Consent

FINANCIAL IMPACT:
$13,750.00

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
RESOLUTION 2014-1065

Set Bid Date – WPCF – Air Piping Building 5 Replacement
Town of Amherst Job No. 2013.002H

We are requesting that the date of Thursday, November 6th, 2014 be set to receive bids for the above referenced project. Plans and specifications will be available within the Purchasing Director’s office on October 15, 2014.

Thank you for considering this request.

10/06/2014
Consent

FINANCIAL IMPACT:
The funds for this project are available from Bond Account No. KP 1410-4972.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
Sealed bids for the above mentioned project in the Town of Amherst, New York, will be received by the Purchasing Director in the Amherst Municipal Building on or before 12:30 P.M. local time on the 6th day of November, 2014, at which time they will be publicly opened and read aloud in the Council Chambers, Amherst Municipal Building, 5583 Main Street, Williamsville, New York, 14221. Three (3) copies of each Bid are required to be enclosed in an opaque sealed envelope plainly marked on the outside with the name of the Bidder, his address, the name of the Project, and the contract name or number.

Plans and Specifications may be obtained or examined at the office of the Purchasing Director of the Town of Amherst between the hours of 8:00AM and 4:00PM, October 15, 2014 thru November 6th, 2014, except Saturdays, Sundays and Holidays.

A deposit of $100.00 per set is required [two (2) checks of $50.00 each payable to the Purchasing Director of the Town of Amherst]. All bidders and non-bidders will receive a refund of the entire deposit upon returning plans and specifications in good condition within thirty (30) days of the bid opening.

Please be advised that a Bidders Conference is scheduled for Friday, October 24 at 9:00 A.M. on-site at the Water Pollution Control Facility, 455 Tonawanda Creek Road, Town of Amherst, New York. This will be the only scheduled conference. In order to attend this conference and gain entrance into the facility, bidders are required to bring their insurance documents naming the Town of Amherst as additional insured and also complete and present the “Release” and “Notice to all Contractors” forms found within the specification document. Bidders interested in submitting bids are strongly encouraged to attend this conference.

The Town of Amherst reserves the right to extend this bid to other municipalities and qualifying divisions as set forth under NYGML.

Proposals shall be made and received upon the following conditions. Each proposal must be accompanied by the deposit of a certified check, payable to the Town of Amherst, for a sum equal to five percentum (5%) of the total amount of the Bid, or a bond with sufficient sureties in a penal sum equal to five percentum (5%) of such total bid amount, conditioned that if the proposal is accepted, that he will execute within fifteen (15) days from the date of the acceptance of the proposal, a suitable security bond in the amount of the Contract, conditioned for the faithful and prompt performance and completion of the Work specified in the Contract.

Upon acceptance of his Bid, if the successful bidder fails to enter into a Contract pursuant to the requirements of the Contract Documents, or fails to give the further security prescribed in this Notice, with the same time limited therein, then the check deposited as aforesaid and the monies standing to the credit of the same, shall be forfeited to the Town as liquidated damages, or the payment of the bond enforced for the benefit of the Town. The Town of Amherst reserves the right to waive informalities in or to reject any and all bids.

By the Order of the Town Board of
Amherst, Erie County, New York

Date: October 15, 2014

Barry Weinstein, Purchasing Director
RESOLUTION 2014-1066

2014 - 2019 Capital Improvement Program Amendment
Ballfield Canopy Backstops & Protective Enclosures   TOA
Project No. 2014.041

The above project will significantly improve safety conditions for players, spectators and the public due to foul balls at town-owned diamonds. As such and at this time, the Engineering Department recommends the following budget neutral amendment to the 2014 - 2019 Capital Improvement Program.

<table>
<thead>
<tr>
<th>Project Description</th>
<th>CIP No.</th>
<th>2014 CIP Allocation</th>
<th>Amend To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sport Fields Fence Replacement</td>
<td>H-9</td>
<td>$ 100,000.00</td>
<td>$ 0</td>
</tr>
<tr>
<td>Ballfield Canopy Backstops/Enclosures</td>
<td>new</td>
<td>$ 0</td>
<td>$ 100,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$ 100,000.00</strong></td>
<td><strong>$ 100,000.00</strong></td>
</tr>
</tbody>
</table>

Would you please approve the above amendment to the 2014 - 2019 CIP to reassign the identified funding to the referenced new project?

Thank you for your consideration.

10/06/2014
Consent

FINANCIAL IMPACT:
Budget Neutral

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
RESOLUTION 2014-1067

Proposal for Two (2) Fire Hydrant Installations Presidents Walk Waterline Replacement Town of Amherst Job #2014.017

We are hereby requesting authorization to have two (2) additional fire hydrants installed at the above location.

The Erie County Water Authority and Erie County Department of Health require the installation of two (2) additional fire hydrants at the above location during the course of construction to satisfy current design standards regarding hydrant spacing on a public potable water distribution system. The hydrant will become property of the Town of Amherst. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to approve the installation of the referenced hydrants. The Town is to pay the annual maintenance fee of $160.80 each for a total of $321.60.

10/06/2014
Consent

FINANCIAL IMPACT:
The Town is to pay the annual maintenance fee of $160.80 each for a total of $321.60.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
Travel Expense Approval 2014 GeoCon GIS Conference in Skaneatelas Falls, NY October 21, 2014 to October 23, 2014

The Engineering Department is requesting that the Town Board approve the expenses associated with the Senior GIS Analyst to attend the 2014 GeoCon GIS Conference in Skaneatelas Falls, NY from October 21-23, 2014.

This request includes the use of a town vehicle, tolls, conference registration, hotel accommodations and per diem. The total estimated cost for travel expenses and conference registration is $596.97.

Thank you for your consideration of this request.

10/06/2014
Consent

FINANCIAL IMPACT:

This request includes the use of a town vehicle, tolls, conference registration, hotel accommodations and per diem. The total estimated cost for travel expenses and conference registration is $596.97.

Funding is available in the Engineering Department budget A1440-4040.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
RESOLUTION 2014-1069

Purchase of One (1) Coates Tire Changer & Lift Accessory
NJPA Contract #010511-GPC Town of Amherst Job No. 2014.001

The Engineering Department - Sewer Maintenance Division is requesting approval for the purchase of one (1) Coates Tire Changer and Lift Accessory. The total cost of this purchase will be $7,416.28 which includes a $750.00 credit for the trade-in of our old equipment per the attached quote. This pricing is from the current NJPA Contract #010511-GPC.

May we please have your approval for the purchase of this equipment?

10/06/2014
Consent

FINANCIAL IMPACT:
The total cost of this purchase will be $7,416.28 which includes a $750.00 credit for the trade-in of our old equipment per the attached quote. This pricing is from the current NJPA Contract #010511-GPC.

Funds for this purchase are available within account G9000-2600.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
<table>
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<tr>
<td></td>
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<td></td>
<td>70XEH1</td>
<td>Cogtes Tire Changer</td>
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<td>7449.00</td>
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<td></td>
<td></td>
<td>5000440</td>
<td>Cogtes Tire</td>
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<td>LIFE Accessory</td>
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<td>Includes Set up and Delivery</td>
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<td>Minus trade-in $250.00</td>
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<td></td>
<td>7416.28</td>
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</tr>
</tbody>
</table>

Purchaser ____________________________

By ________________________________

Attachment: Tire Changer Quote (RES-2014-1069 : Purchase of Tire Changer)
NAPA IBS-Genuine Parts Company

Contract Documentation (010511-GPC)

Request for Proposal (RFP)
Bid Acceptance & Award

Documentation of Competitive Bidding Process
Affidavit of Advertisement
Bid Opening Witness Page
Bid Evaluation
Bid Comment & Review
Board Minutes

Documentation of Contract Maintenance
Contract Renewal 2015
Contract Renewal 2014
Contract Renewal 2013
Contract Renewal 2012

Vendor Contact Info
Jett Kuntz - Director - NAPA IBS
Direct Phone: 770-855-2221
Jett_Kuntz@genet.com
FORM D

VEHICLE MAINTENANCE AND REPAIR WITH RELATED EQUIPMENT, SUPPLIES, AND SERVICES
Proposal Offering (To be Completed Only by Proposer)
In compliance with the Request for proposal (RFP) for VEHICLE MAINTENANCE AND REPAIR WITH RELATED EQUIPMENT, SUPPLIES, AND SERVICES, the undersigned warrants that I/we have examined the RFP and, being familiar with all the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined services/products in compliance with all terms, conditions of the RFP, any applicable amendments of RFP, and all Proposer’s response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: [Company Name]
Company Address: [Address]
City: [City]
State: [State]
Zip: [Zip]
Contact Person: [Name]
Title: [Title]
Authorized Signature (ink only): [Signature]

Contract Acceptance and Award (To be completed only by NJPA)
Your proposal offering is hereby accepted and awarded. As the awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in the RFP, any amendments to the RFP, and the Proposer’s Response. The effective date of this Contract shall be [Date] and continue for four years AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)
NJPA Authorized signature: [Signature]
Title: [Title]
Awarded this [Date] day of [Month], 2011 Contract Number #010511

NJPA Authorized signature: [Signature]
Title: [Title]
Executed this [Date] day of [Month], 2011 Contract Number #010511
Addendum to Contract
Purchase of Coates Tire Changer & Tire Lift Accessory
NAPA Auto Parts
2014

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

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 of Amherst (hereinafter “Town”).

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 from the negligence, active or passive, of Contractor, its officers, agents, subcontractors, and/or employees.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Town.

(a) Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers’ Compensation Insurance 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 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:

General and professional (if applicable) liability insurance 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.

Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances.

Contractor shall furnish the above insurances, including subcontractors’ insurances, to the Town and shall also name the Town as a primary additional insured in said policies.

(c) 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 and not later than three (3) days after the date of such accident.
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.

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.

The Contractor, in accordance with its status as an independent Contractor or, 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.

This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the agreement will be held in Erie County, New York.

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these
requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

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 of Amherst, at a meeting thereof held on 10/6/2014. Barry A. Weinstein, M.D., 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. This instrument shall be executed in duplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of the Town of Amherst.

Agreed to and Accepted by:

NAPA Auto Parts

By: Anthony Almada

Signature

Anthony Germaco

Printed name

Date: 9/26/14

Agreed to and Accepted by:

Town of Amherst

By: _______________________

Barry A. Weinstein, Supervisor

Date: ________________
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Aon Risk Services South, Inc.
Atlanta GA Office
c/o Aon Client Services
4 Overlook Point
Lincolnshire IL 60069 USA

**CONTACT**
Name: [Redacted]
Phone: 866-283-7122
Fax: 800-363-0105
E-mail: [Redacted]

**INSURED**
Genuine Parts Co & Subsidiaries -
NAPA, Motion, Ballamp, Altron, EIS,
Rayloc, SP Richards, Drago Supply,
Tarrant, General Tool & Supply et al.
2999 Circle 75 Parkway
Atlanta GA 30339 USA

**COVERAGE**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td></td>
<td>DAMAGE TO RENTED PROPERTY</td>
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<tr>
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<td></td>
<td>MED EXP (Any one person)</td>
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<td>PERSONAL &amp; ADV INJURY</td>
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<td>PRODUCTS - COM/PER AGG</td>
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<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>MWB 302355</td>
<td>COMBINED SINGLE LIMIT</td>
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<td>BOODY INJURY (Per person)</td>
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<td>BOODY INJURY (Per accident)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident)</td>
</tr>
<tr>
<td>WORKERS COMPENSATION OR EMPLOYER'S LIABILITY</td>
<td>LUS4049768</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>AGGREGATE</td>
</tr>
</tbody>
</table>

**CERTIFICATE HOLDER**
Aon Risk Services South, Inc.

**CANCELLATION**

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

**Certificate No:** 570055128932

**Attachment:** Tire Changer Quote (RES-2014-1069: Purchase of Tire Changer)
ResOLUTION 2014-1070

Proposal for Replacement of Hot Water Heater Harlem Road Community Center Building Improvements Town of Amherst Job No. 2002.076A

Subsequent to receiving three (3) quotations for the above mentioned project (quote summary sheet attached) at this time, we recommend award of the contract to Innovative Mechanical Systems, Inc. 623 Young Street, Tonawanda, NY 14150, per their low quote of $13,750.00, for replacing the hot water heater at the Harlem Road Community Center. This request is contingent upon contract review.

Thank you for considering this request.

10/06/2014
Consent

FINANCIAL IMPACT:
low quote of $13,750.00. Funds are available for these services within the account no. A1620 – 2150.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
September 10, 2014

Town of Amherst
Building Department
5583 Main St
Williamsville, NY 14221

Attn: Vaishali Reberholt
Re: Amherst Community Center Hot Water Tank

Dear Vaishali,

We are pleased to quote the following scope of work for the above noted project.

**Furnish and Install**
- (1) AO Smith model# BTH-199(A) hot water tank
- Remove and dispose of existing hot water tank
- Remove and dispose breaching, cap at masonry wall
- Reconnect existing domestic hot water piping as required
- PVC flue piping out sidewall of building as discussed
- PVC fresh air piping out window in mechanical room
- Reconnect existing power wiring
- Condensate drain piping
- Plumbing permit as required
- NYS Prevailing Wage Rate
- Check, test, startup and one year material and labor warranty

All for the sum.................... $13,750.00

**Not Included:** Asbestos removal

Thank you for the opportunity to be of service. We look forward to your valued order.

Sincerely,

Bill Brown
**Harlem Road Community Center Building Improvements - Replacement of Hot Water Heater**

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Innovative Mechanical</td>
<td>$13,750.00</td>
</tr>
<tr>
<td>Tri R Mechanical Services, Inc.</td>
<td>$17,664.00</td>
</tr>
<tr>
<td>Danforth</td>
<td>$18,573.00</td>
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</table>

At the July 7, 2014 Town Board Meeting, Resolution No. 2014-763 was approved awarding a five (5) year Lift Station Communication contract to Colacino Industries. This contract was awarded based on an RFP process that took place in late 2012 for the design, construction and data hosting for this project. The terms of this contract include monthly payments ($65/site/month) for data transmission, web site hosting, software and alarm notifications for the town’s lift stations.

The Engineering Department recommends that the Town Board Re-Approve the attached contract with Colacino with the knowledge that the current contract approval also authorizes payments to the vendor prior to the original contract execution, for services provided beginning in May 2013. A copy of the invoices for this retroactive authorization is also attached.

To the extent that the procurement of this contract was not in compliance with the Town’s own Procurement Policy, the Engineering Department also requests the Board approve a waiver of any violated provisions of the policy.

10/06/2014
Consent

FINANCIAL IMPACT:
Funding for this contract ($31,200.00 annually [$65/site/month]) was previously authorized with Res. No. 2014-763, and funds have already been encumbered for this entire expenditure from G9916-4110.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
Customer Service Agreement

This Customer Service Agreement (this "Agreement") is entered into by and between Colacino Industries Inc. ("Company") and the entity utilizing Colacino Industries, Inc.'s products and services, including its web site and database information identified on the signature page hereto Town of Amherst, NY, (the "Town") and is effective as of Town of Amherst, NY's first use of Colacino Industries, Inc.'s products and services (the "Effective Date").

WHEREAS, the Colacino Industries, Inc. is engaged in the business of providing wireless communications and database systems for managing and monitoring remote equipment in a supervisory manner, including such industrial applications as water and wastewater systems; and

WHEREAS, the Town desires to use and benefit from Colacino Industries, Inc.'s communications and database system, on and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises contained herein, and other good and valuable consideration, including Town's use of Colacino Industries, Inc.'s products and services, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A. Subject to, and conditioned upon Town's compliance with the terms and conditions of this Agreement, Colacino Industries, Inc. hereby grants to Town a non-exclusive, non-transferable, non-sublicensable, limited license to use its services during the term of this Agreement. Town acknowledges and agrees Colacino Industries, Inc. is providing a license and is not selling any of its software or intellectual property to Town. Town further acknowledges that it shall not acquire any ownership interest in such property, or any improvements thereof, which shall be retained exclusively by Colacino Industries, Inc. Town understands that Colacino Industries, Inc. is selling a service provided via multiple public and private facilities, some of which are not within its control. Colacino Industries, Inc. does not guarantee Town's subscribed services will be active and available 100% of the time and will not be held liable for any of losses which are not directly under the control of Colacino Industries, Inc. in the event that there is a service failure.

B. Town agrees to pay Colacino Industries, Inc. on a per site basis as follows:

$65.00 per month per site that is active and fully operational. The Town shall be credited on a pro-rated basis for any communication outages experienced for any reason for services not delivered to the Town. The Town may add or remove sites from service at this monthly rate at any time during this contract term. Under this agreement it is understood that Colacino Industries, Inc. shall supply all necessary goods and services required to provide the Town with a fully functional Lift Station Communication System of transmitting and storing operational data from all lift station control panels to the hosted website.

The monthly per site fee described above includes all hardware, monthly monitoring, and data storage fees. Colacino Industries, Inc. agrees to provide Town with monitoring and notification services by utilizing automated calling, paging, e-mailing, faxing or TCP/IP transfer of data to Town's designated destinations on a best efforts basis. Colacino Industries, Inc. agrees to keep all equipment and services fully updated with the latest software and hardware, maintained, and properly licensed.

C. Town understands that Colacino Industries, Inc. will not, with its own personnel, respond to or take action related to those events about which Colacino Industries, Inc. provides monitoring
and notification services. Town further understands that he/she/it is solely responsible for the final entries and schedules set forth in Colacino Industries, Inc.'s database, notwithstanding the fact that Colacino Industries, Inc. may have obtained and entered the monitoring and notification information in that database on the Town's behalf.

D. Town also understands that the data entries and schedules, residing in Colacino Industries, Inc.'s database, can be changed by the Town. Town further understands and agrees to bear the risk of loss or damage that may result from changes to Colacino Industries, Inc. database made by, or at the direction of the Town, and that such changes may impair or prevent Colacino Industries, Inc. notification system from providing timely and successful notifications of detected events to Town's designated destinations.

E. Town further understands that Colacino Industries, Inc. makes no representations, promises, warranties, or guarantees that there will be no interruptions in service or delays in performing service, or as to the quality, usefulness, completeness and reliability of such service, and further that Colacino Industries, Inc. provides no assurances that such service will be free of errors. Town acknowledges that Colacino Industries, Inc. utilizes wireless data services that may be provided by various participating carriers, and that such providers disclaim any and all liability arising from the Town's use of Colacino Industries, Inc.'s products and services. Town further understands that Colacino Industries, Inc. has no control of, or responsibility for, the paging, cellular, radio, telephone, Internet, or other communication medium which the Town may rely upon for delivery of any messages or alerts sent by Colacino Industries, Inc.

F. Town and Colacino Industries, Inc. understand that in addition to transmitting the lift station data to the hosted data center, Colacino Industries, Inc. is also responsible for storage, maintenance, and providing reliable transmission of all data collected. All data collected and transmitted will be securely stored in a minimum of three (3) geographically separated data center locations and will be made available to the Town at all times. In the event that this contract is terminated for any reason, all data collected and stored on the Colacino Industries, Inc. hosted network will remain the property of the Town and will be transmitted to the Town immediately. All of Colacino Industries, Inc.'s hosted network equipment will be maintained, licensed, with the latest versions of software available by Colacino Industries, Inc. All costs included in the maintenance, upgrading, and licensing of any equipment is included in the monthly service fee paid to Colacino Industries, Inc.

G. Colacino Industries, Inc. represents and guarantees that they will respond to errors or failures of their provided equipment or service within 4 hours of notice, or discovery of the failure.

H. In further consideration of being granted the right to utilize Colacino Industries, Inc.'s monitoring and notification service, "Town, on behalf of himself/herself/itself, and any employees, agents, personal representatives, assigns, heirs, next of kin and any third party, agrees:

1. To indemnify, defend and hold harmless Colacino Industries, Inc., its owners, directors, officers, employees, agents, suppliers or affiliated companies, against any and all claims, demands or actions based upon any losses, liabilities, damages or costs, whether direct or indirect, special or consequential, including attorneys fees, that may result from the operation of Colacino Industries, Inc.'s products and services, or from the failure of Colacino Industries, Inc. system to report a given event or condition.

2. To release, waive, discharge and covenant not to sue Colacino Industries, Inc., its owners, directors, officers, employees, agents, suppliers or affiliated companies, for any and all liabilities potentially arising from any claim, demand or action based upon any losses, liabilities, damages or costs, whether direct or indirect, special or consequential, including attorneys fees, that may result from operation of Colacino Industries, Inc.'s products and services, or from the failure of Colacino Industries, Inc. system to report a given event or condition.
3. That in the event Colacino Industries, Inc. is found to be liable for any loss or damage arising out of mistakes, interruptions, delays, errors or defects in Colacino Industries, Inc.'s products or services, such liability shall not exceed the total amount paid by the Town to Colacino Industries, Inc. for the latter's services in the twelve month period immediately preceding the date of the action or event giving rise to a claim.

4. That Colacino Industries, Inc. hardware includes a warranty that the product is free from defects in materials and workmanship for the entire term of this contract. Colacino Industries, Inc.'s obligation under this warranty shall be to repair or replace the product, at Colacino Industries, Inc.'s option, unless the product has been misused or improperly repaired or serviced by any party other than authorized Colacino Industries, Inc. personnel, in which case the warranty is voided. Without limiting the generality of the foregoing, Colacino Industries, Inc. hereby disclaims any liability relating to any data security breach, except of the obligation to provide Town with an immediate notice thereof.

5. That neither Colacino Industries, Inc. nor its owners, directors, officers, employees, or agents is an insurer and that the Town is to maintain his/her own insurance coverage sufficient to provide compensation for any loss, damage, or expense that may arise in connection with the use of Colacino Industries, Inc.'s products or services.

H. Town understands and agrees that Colacino Industries, Inc.'s products and services are intended to monitor and notify Town of events only relating to Town's mechanical and electrical equipment and are not intended to be used, and are not a replacement for a primary life-safety, burglary or fire detection and reporting system.

I. Town is responsible for the ongoing, periodic testing of Colacino Industries, Inc. system, and shall notify Colacino Industries, Inc. immediately if any failures are found. Colacino Industries, Inc. shall immediately use all reasonable efforts to identify and resolve the perceived failures, but shall be limited in their obligation to travel to the Town's premises to perform diagnostic or corrective actions to failures of equipment or services provided in this agreement.

J. Should the Town choose to utilize Colacino Industries, Inc. equipment and services to perform manual or automatic control for external equipment such as pumps, wells, or valves, Town acknowledges that Colacino Industries, Inc. performs this service on a best efforts basis. Colacino Industries, Inc. recommends that Town not rely on Colacino Industries, Inc. solely for the control of remote relay activated devices.

K. The Town understands the intended uses of Colacino Industries, Inc.'s products and services and will ensure that they are used in a safe manner and as intended. In addition, it is agreed that Colacino Industries, Inc. personnel will be contacted if the Town does not know how to utilize Colacino Industries, Inc.'s products and services.

L. This Agreement shall commence on the Effective Date and unless terminated earlier pursuant to any of its express provisions, shall continue thereafter for a period of five (5) years. This Agreement shall automatically renew for additional one (1) year terms, unless either party provides written notice of non-renewal at least 60 days prior to the end of the applicable anniversary of the Effective Date (the "Term").

M. This Agreement may be terminated prior to the expiration of the Term (i) by either party on 60 days' notice. The expiration of termination of this Agreement shall not release either party of their obligations hereunder. Upon termination or expiration of this Agreement, Town shall immediately discontinue its use of Colacino Industries, Inc.'s products and services and return or destroy any Colacino Industries, Inc.'s proprietary information or materials in its possession.

N. The Town acknowledges that he/she/it has read and understands this Customer Service Agreement, and that he/she/it agrees to its terms and intends to be bound by them. The Town further understands that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance of the agreement shall; notwithstanding, continue in full legal force and effect.
O. The parties hereto acknowledge and agree that this Agreement contains the entire agreement between Colacino Industries, Inc. and the Town, and that there are no other representations, inducements, promises, or agreements, verbal or otherwise, which are not embodied herein; provided the Town acknowledges and understands that by activating and utilizing Colacino Industries, Inc.’s products, services, web site and/or data based information, the Town is agreeing to be bound by the following terms contained in this Agreement, in addition to Colacino Industries, Inc.’s standard terms and conditions of sale, which are available upon request.

I, the undersigned, have fully read, understood and accept this Agreement.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Barry A. Weinstein</th>
<th>Signature:</th>
<th>Barry A. White</th>
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<tr>
<td>Position:</td>
<td>Supervisor</td>
<td>Date:</td>
<td>7/10/2014</td>
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<td>Town of Amherst</td>
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Addendum to Contract

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

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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 from the negligence, active or passive, of Contractor, its officers, agents, subcontractors, and/or employees.

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Revised 11/17/11 MSL
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(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.

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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.

This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the Agreement will be held in Erie County, New York.

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 July 7, 2014. Barry A. Weinstein, M.D., 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. 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:

Colacino Industries

By:  

Signature

James Colacino, President

Printed name

Date:  6/24/14

Agreed to and Accepted by:

Town of Amherst

By:  

Barry A. Weinstein, M.D., Supervisor

Date:  7/10/2014
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
Marshall & Sterling Upstate
206 St. Paul Street, Suite 105
Rochester, NY 14604
686-454-7800
686-454-7034

INSURED
Colacino Industries, Inc. DBA
Newark Electric
128 Harrison Street
Newark, NY 14513

CERTIFICATE NUMBER:

COVERAGES

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 HERIN IS SUBJECT TO ALL THE TERMS, CLAUSES AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
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WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

CANCELLATION

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

CERTIFICATE HOLDER

AMHERST

Town of Amherst
6683 Main St.
Williamsville, NY 14221

AUTHORIZED REPRESENTATIVE

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Packet Pg. 134
# New York State Insurance Fund

**Workers' Compensation & Disability Benefits Specialists Since 1914**

190 CHURCH STREET, NEW YORK, N.Y. 10007-1100

Phone: (888) 697-3893

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

<table>
<thead>
<tr>
<th>Policyholder</th>
<th>Certificate Holder</th>
</tr>
</thead>
<tbody>
<tr>
<td>COLACINO INDUSTRIES INC&lt;br&gt;TA NEWARK ELECTRIC&lt;br&gt;126 HARRISON ST&lt;br&gt;NEWARK, NY 14513</td>
<td>TOWN OF AMHERST&lt;br&gt;5583 MAIN STREET&lt;br&gt;WILLIAMSVILLE, NY 14221</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Certificate Number</th>
<th>Period Covered By This Certificate</th>
<th>Date</th>
</tr>
</thead>
</table>

This is to certify that the Policyholder named above is insured with the New York State Insurance Fund under Policy NO. Z 2012.813-8 until 11/01/2014, covering the entire obligation of this Policyholder for Workers' Compensation under the New York Workers' Compensation Law with respect to all Operations in the State of New York, except as indicated below.

If said policy is cancelled or changed prior to 11/01/2014 in such manner as to affect this certificate, 10 days written notice of such cancellation will be given to the Certificate Holder above. Notice by regular mail, so addressed, shall be sufficient compliance with this provision. The New York State Insurance Fund does not assume any liability in the event of failure to give such notice.

This certificate is issued as a matter of information only and confers no rights nor insurance coverage upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policy.

NEW YORK STATE INSURANCE FUND

[Signature]

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at [https://www.nysif.com/cert/certval.asp](https://www.nysif.com/cert/certval.asp) or by calling (888) 675-5790

VALIDATION NUMBER: 36551712

U-283

11.1.7.a

Packet Pg. 135
Angiel, Jeff

From: Jones, E. Thomas
Sent: Thursday, September 18, 2014 1:24 PM
To: Angiel, Jeff, Ketchum, Tom
Cc: Weinstein, Barry; Abramowitz, Philip; Carroll, Darlene
Subject: Colacino Invoice
Attachments: Colacino Industries Inc.pdf

Attached is a memo by Phil relative to the above. You will note that the Town may ratify a contract by which work was done before the contract was entered. It is our understanding that a contract was approved in July of this year that included work done in the prior year. If the Town Board was not apprised of the nature of the ratification, the contract should be re-approved with that knowledge. Additionally since this would be considered professional services it was not subject to competitive bid. However, to the extent that its procurement was not in compliance with the Town’s own procurement policy, the Board should specifically waive such policy stating the reason therefore.

E. THOMAS JONES, ESQ.
Town Attorney
Town of Amherst
5583 Main Street
Williamsville, New York 14221
(P) (716) 631-7030
(F) (716) 631-7101
tjones@amherst.ny.us

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TO:        E. Thomas Jones, Esq., Town Attorney

FROM:      Philip B. Abramowitz, Esq., Deputy Town Attorney

DATE:      September 12, 2014

RE:        Billing Issue: Colacino Industries, Inc.

There are three questions that need to be resolved before the payment of the
Colacino invoice may be authorized.

Question #1:
Is a Town authorized to pay an invoice for work performed where the
Town Board did not in the first instance authorize the work to be
performed?

Answer: Yes.

Under the doctrine of ratification, whatever acts public officials may do or
authorize to be done in the first instance may be subsequently adopted or
ratified by them with the same effect as though properly done under
prior authority (see, e.g., Seif v. City of Long Beach, 286 N.Y. 382, 36 N.E.2d
630 [1941]; Opn State Comptroller Nos. 79-770; 83-208; 87-13; 03-4).

Question #2:
Should this work have been authorized only as a contract through competitive
bidding?

Answer: No.

Competitive bidding in this case is not required for two independent reasons.

1. In Fawcett v. City of Buffalo, 713 N.Y.S.2d 610 (4th Dept., 2000) Lv to
app den. 96 N.Y.2d 701, the Fourth Department noted that there is an
"exception to competitive bidding requirements," which includes an
exception for "services requiring specialized skills or training." Frankly the "specialized skills" exception has not proved to be a difficult hurdle to overcome. In Fawcett, supra, the specialized skills exception was held to apply for the "installation of water meters." In Doyle Alarm Company v. Reville, 410 N.Y.S.2d 466 the Fourth Department applied the exception to the installation of a security system, and in Mathilda Motors, Inc. v. City of Oneida, 433 N.Y.S.2d 548, Supreme Court citing the Doyle Alarm Company case supra ruled that "Towing services require special skills or training, and contracts for such services are not subject to competitive bidding requirements."

2. In any event, the cost for this work is $18,000 and General Municipal Law §103 does not require competitive bidding for work under $20,000.

Question #3:
Is the invoice barred because a notice of claim was not timely filed?

Answer: No

The Town has not actually or constructively rejected the invoice. In Micro-Link v. Town of Amherst, 900 N.Y.S.2d 578 the Fourth Department stated:

"Where a cause of action seeks to compel payment for work, labor and services rendered under a contract, the cause of action accrues when the claim is actually or constructively rejected."

Conclusion:

The Town is authorized to retroactively enter into a contract with Colacino Industries, Inc, and pay its invoice(s) at the present time.

PBA:msl
11.I.7.c

**TOWN OF AMHERST**
WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK ROAD
AMHERST, NEW YORK 14228
(716) 691-9771  FAX: (716) 691-4496
16-586364

**VENDOR'S NO.**
17187

**CLAIMANT'S NAME AND ADDRESS**
Colacino Industries, Inc.
126 Harrison Street
Newark, NY 14513
Thomas Allen

---

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description of Materials or Services</th>
<th>Unit Price</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Invoice #11140R1 Project #34208: Hosted SCADA Monitoring Services up through 6/2</td>
<td>$15,835.30</td>
<td>$15,835</td>
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<tr>
<td>1</td>
<td>Invoice #11274 KORE Hosted SCADA Monitoring for 7/2014</td>
<td>$2,405.00</td>
<td>$2,405</td>
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**SHIPPING/HANDLING**

DATE OF TOWN BOARD RESOLUTION (if needed) _______________  TOTAL _______________

---

INVOICES MUST BE RENDERED ON ATTACHED FORM (VOUCHER) FURNISHED BY THE TOWN OF AMHERST AND MUST BE PROPERLY SIGNED. THE TOWN WILL NOT BE RESPONSIBLE FOR MERCHANDISE DELIVERED WITHOUT A RECEIPT SIGNATURE.

All purchase contracts involving aggregate expenditure of more than $10,000 and all contracts for public works for more than $20,000 must be competitively bid.

---

**CLAIMANT'S CERTIFICATION**

I, ____________, certify that the above account is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, for which the municipality is exempted, are included; and that the amount claimed is actually due.

---

**DEPARTMENT APPROVAL**
The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

---

**AUTHORIZED SIGNATURE**

---

**ATTACH INVOICE TO THIS CLAIM VOUCHER - SIGN CERTIFICATION AND RETURN**
WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK ROAD
AMHERST, NEW YORK 14228
(716) 691-9771    FAX: (716) 691-4496

16-586364   G 9916   4110   $18,240.30

17187

Colacino Industries, Inc.
126 Harrison Street
Newark, NY 14513-
Thomas Allen

$18,240.30

1 Invoice #11140R1
Project #34208: Hosted SCADA Monitoring Services up through 6/2
1 Invoice #11274
KORE Hosted SCADA Monitoring for 7/2014

TB RES #2014-763

SHIPPING/HANDLING

$0.00

$18,240.30
Professional Services- Colacino Industries Lift Station Communication Hosting Contract

Proposals were received for the above referenced project to provide cellular service and data hosting for the town’s lift station network (40 sites). The proposal summary sheet is attached.

At this time, we request the Town Board to please approve the expenditure of funds not-to-exceed **$31,200.00 annually ($65/site/month)**, as proposed by **Colacino Industries**, for a period of five (5) years for the Lift Station Communication Hosting Contract.

Funds are available for this project from account G9916-4110.

The Engineering Department recommends, pending successful completion of the contract approval procedure, to award the attached contract to Colacino Industries, Inc. Thank you for considering this request.

**FINANCIAL IMPACT:**

expenditure of funds not-to-exceed $31,200.00 annually ($65/site/month). Funds are available for this project from account G9916-4110.
## Invoice

**Bill To:**

Town of Amherst  
455 Tonawanda Creek Rd  
Amherst, NY 14228

**Ship To:**


**Please Make Checks Payable to Colacino Industries**

<table>
<thead>
<tr>
<th>P.O. Number</th>
<th>Item/Order</th>
<th>Rep.</th>
<th>Ship</th>
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<td></td>
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<td>JRC</td>
<td>7/9/2014</td>
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<td>34208 Hosted SCADA Monitoring</td>
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<tr>
<td>37</td>
<td>KORE Hosted SCADA Monitoring for July 2014</td>
<td>65.00</td>
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**Subtotal** $2,405.00

**Sales Tax (0.0%)** $0.00

**Total** $2,405.00

Pay online at: https://ipn.intuit.com/4353xw64
## Invoice

**Date:** 6/19/2014  
**Packet Pg. 143**

**Attachment:** DOC082514 (RES-2014-1071 : Re-Approval of Contract Authorization for Colacino Industries)

---

### Town of Amherst

455 Tonawanda Creek Rd  
Amherst, NY 14228

---

Please Make Checks Payable to Colacino Industries

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<table>
<thead>
<tr>
<th>H.O. Number</th>
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<td></td>
<td></td>
<td>JRC</td>
<td>5/13/2014</td>
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<td>34208 Hosted SCADA Monitoring</td>
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| 12.13    | LS1A Ranson Oaks | Colacino Industries Project # 34208: Hosted SCADA Monitoring  
For Services up through June 2014 | 65.00 | 788.45 |
| 12.13    | LS32A Hunters Landing | 65.00 | 788.45 |
| 9.27     | LS24A Youngs Road | 65.00 | 602.55 |
| 9.27     | LS37A Golden Gate | 65.00 | 602.55 |
| 9.27     | LS43A Wayne & Irwin | 65.00 | 602.55 |
| 9.27     | LS52A Windsor Park | 65.00 | 602.55 |
| 9.27     | LS26A Whispering Pines | 65.00 | 602.55 |
| 8        | LS13A Donna Lea | 65.00 | 520.00 |
| 7.53     | LS6A The Pines | 65.00 | 489.45 |
| 7.33     | LS22A Whrelle & Harding | 65.00 | 476.45 |
| 7.33     | LS47A Forest Glen | 65.00 | 476.45 |
| 7.33     | LS10A Lawrence Bell | 65.00 | 476.45 |
| 7        | LS54A Lehn Springs | 65.00 | 455.00 |
| 7        | LS2A Glen Oaks | 65.00 | 455.00 |
| 7        | LS7A Chapel Woods | 65.00 | 455.00 |
| 6.87     | LS16A LeBrun Road | 65.00 | 446.55 |
| 6.84     | LS40A New Road | 65.00 | 444.60 |
| 6.68     | LS30A Royal Woods | 65.00 | 434.20 |
| 6.42     | LS12A Garden Parkway | 65.00 | 417.30 |
| 6.42     | LS33A Country Club | 65.00 | 417.30 |
| 6.39     | LS23A Amherston | 65.00 | 415.35 |
| 6.19     | LS1A Golden Pheasant | 65.00 | 402.35 |
| 5.74     | LS46A Brompton Park | 65.00 | 373.10 |
| 5.74     | LS45A Spinndrift | 65.00 | 373.10 |
| 5.48     | LS44A Sablewoods | 65.00 | 356.20 |
| 5.48     | LS21A Main & Harding | 65.00 | 356.20 |
| 5.48     | LS31A Park Place | 65.00 | 356.20 |
| 5.03     | LS26A Londonderry | 65.00 | 326.95 |

---

**Subtotal**:  
**Sales Tax (0.0%)**:  
**Total**: Pay online at: https://ipn.intuit.com/fzr38d6q
## Invoice

**Date:** 6/19/2014  
**Invoice #:** 11140R1

### Bill To

<table>
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<tr>
<th>Town of Amherst</th>
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<tr>
<td>455 Tonawanda Creek Rd</td>
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<tr>
<td>Amherst, NY 14228</td>
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### Ship To

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**Please Make Checks Payable to Colacino Industries**

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<td>JRC</td>
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<td>On Site</td>
<td>34208 Hosted SCADA Monitoring</td>
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<td>Job Costs - Other: LS27A Willowridge</td>
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<td>3.13</td>
<td>Job Costs - Other: LS55A Dockside Village</td>
<td>65.00</td>
<td>203.45</td>
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</table>

**Subtotal** $15,835.30

**Sales Tax (0.0%)** $0.00

**Total** $15,835.30

---

Pay online at: [https://ipn.intuit.com/fzr38d6q](https://ipn.intuit.com/fzr38d6q)
RESOLUTION 2014-1072

Purchase of One (1) John Deere Compact Track Loader NJPA Contract #060311-JDC Town of Amherst Job No. 2013.001N

In an effort to reduce contractor and rental related costs and accomplish more with existing Town Sewer Maintenance Personnel, the Engineering Department is seeking to purchase one (1) John Deere 319E Compact Track Loader (Skid Steer) and associated attachments, in the amount of $50,794.36, including delivery, from John Deere Construction Retail Sales, per the attached proposal. This pricing is from the current NJPA Contract #060311-JDC.

May we please have your approval for the purchase of this piece of equipment?

10/06/2014
Consent

FINANCIAL IMPACT:
Amount of $50,794.36. This pricing is from the current NJPA Contract #060311-JDC.
Funds for this purchase are available within account KP1401-2600.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
State of New York Executive Department
Office of General Services
New York State Procurement
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
http://nyspro ogs ny gov

CONTRACT AWARD NOTIFICATION

<table>
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<th>Group 40625 – Heavy Equipment (National Joint Powers Alliance Piggybacks) (Statewide)</th>
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<td>Contract Period</td>
<td>July 3, 2014 thru April 10, 2018</td>
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<td>Bid Opening Date</td>
<td>May 30, 2014</td>
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<td>Date of Issue</td>
<td>July 08, 2014 (Revised August 12, 2014)</td>
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<td>Specification Reference</td>
<td>As Incorporated In The Piggyback Agreements</td>
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<td>Contractor Information</td>
<td>Appears on Page 2 of this Award</td>
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Address Inquiries To:

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<tr>
<th>State Agencies &amp; Vendors</th>
<th>Political Subdivisions &amp; Others</th>
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<tbody>
<tr>
<td>Name : Michael Riley</td>
<td>New York State Procurement</td>
</tr>
<tr>
<td>Title : Contract Management Specialist I</td>
<td>Customer Services</td>
</tr>
<tr>
<td>Phone : 518-474-6716</td>
<td>Phone : 518-474-6717</td>
</tr>
<tr>
<td>E-mail : <a href="mailto:Michael.Riley@ogs.ny.gov">Michael.Riley@ogs.ny.gov</a></td>
<td>Fax : 518-474-2437</td>
</tr>
<tr>
<td></td>
<td>E-mail : <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a></td>
</tr>
</tbody>
</table>

New York State Procurement values your input.

Description

This award includes a wide variety of heavy duty equipment including but not limited to aerial lift trucks, backhoes, compaction rollers, compressors, dozers, graders, excavators, mowing tractors and mowing attachments.

PR # 22792
Amherst Engineering Department  
Williamsville NY 14221  

August 18, 2014

**Quote Number 146729 : Compact Track Loader 319E, NJPA Cooperative Contract 060311-JDC.**

All the prices in the detailed sections are Per machine basis.

### Machine Configuration

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8301T</td>
<td>319E COMPACT TRACK LDR BASE</td>
<td>1</td>
<td>$50,140.00</td>
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<tr>
<td>0800</td>
<td>VALUE PKG NONE</td>
<td>1</td>
<td>In Base</td>
</tr>
<tr>
<td>0975</td>
<td>STR CTRL EH H PAT JYSTK CTRL</td>
<td>1</td>
<td>$2,750.00</td>
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<tr>
<td>1025</td>
<td>TRANSMISSION SINGLE SPEED</td>
<td>1</td>
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<td>1305</td>
<td>ENGINE NATURAL ASPIRATED</td>
<td>1</td>
<td>$1,475.00</td>
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<tr>
<td>1501</td>
<td>OPER MAN &amp; DECALS ENGLISH</td>
<td>1</td>
<td>$0.01</td>
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<tr>
<td>2500</td>
<td>RUBR TRKS NARROW TRK</td>
<td>1</td>
<td>In Base</td>
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<tr>
<td>3001</td>
<td>HYD OP STD HYD &amp; HYD SELF LV</td>
<td>1</td>
<td>$569.00</td>
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<td>3101</td>
<td>LESS SPD SENSITIVE RD CTL</td>
<td>1</td>
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<td>4001</td>
<td>SEAT BELT 2 IN W SHLDR HARN</td>
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<td>$210.00</td>
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<td>5000</td>
<td>MANUAL QUIK TATCH</td>
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<td>In Base</td>
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<td>5204</td>
<td>OP ST CAB ENCL W HT DFR &amp; AR</td>
<td>1</td>
<td>$4,562.00</td>
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<td>6001</td>
<td>SEAT MECH SOSP VINYL</td>
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<td>6500</td>
<td>COOL FAN STAN FAN DRIVE</td>
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<td>6800</td>
<td>HORN</td>
<td>1</td>
<td>$139.00</td>
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<td>7101</td>
<td>LESS EH JOYSTK PERF PKG</td>
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<tr>
<td>8040</td>
<td>FTY INS KIT BACKUP ALARM</td>
<td>1</td>
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<td>8045</td>
<td>FTY INS KIT HEAVY DUTY BATT</td>
<td>1</td>
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<td>8075</td>
<td>FTY INS KIT HAZ WARN LIGHTS</td>
<td>1</td>
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<tr>
<td>8300</td>
<td>CTRWGT STACK SINGLE SET</td>
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<tr>
<td>8305</td>
<td>CTRWGT STACK 2ND SET</td>
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<td>8350</td>
<td>REAR VIEW MIRROR INT CAB MNT</td>
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<td>$89.00</td>
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<td>8380</td>
<td>FOOTREST W FLOORMAT</td>
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<td>$143.00</td>
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<tr>
<td>8395</td>
<td>KEYLESS START SEALED SWITCH</td>
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<tr>
<td>9041</td>
<td>72 IN CONST BUCKET WITH</td>
<td>1</td>
<td>$1,219.00</td>
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**Total**: $62,698.01  
**Discount (24%)**: $15,047.52  
**Net Price**: $47,650.49
**Custom Jobs**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Dealer Provide Pre-Delivery Inspection</td>
<td>1</td>
<td>$750.00</td>
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<tr>
<td></td>
<td>Dealer Provide Local Delivery</td>
<td>1</td>
<td>$250.00</td>
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<tr>
<td></td>
<td>Dealer Provide 24 mos/2,000hrs PowerTrain and Hydraulics Warranty</td>
<td>1</td>
<td>$975.00</td>
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</table>

**Total** $1,975.00

**Quote Summary - Compact Track Loader 319E (per unit)**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Prices</th>
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<tbody>
<tr>
<td>Machine Net Price</td>
<td>$47,650.49</td>
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<tr>
<td>Custom Jobs</td>
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<td><strong>Price per Machine</strong></td>
<td>$49,625.49</td>
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<table>
<thead>
<tr>
<th>Destination</th>
<th>Freight Charge</th>
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</thead>
<tbody>
<tr>
<td>West Falls, NY</td>
<td>$1,168.87</td>
</tr>
</tbody>
</table>

**Total Net Price (Quantity = 1)** $50,794.36

**Warranty Terms**
319E includes Standard Warranty of 12 months.

**Remarks:**
Please note that this quote is valid for 30 days.

Contact Richard Murga; Phone 309-765-0260, Fax 309-765-3358; Email: MurgaRichard@JohnDeere.com -- PO must be made out to: John Deere Construction Retail Sales, 1515 Fifth Ave., Moline, IL 61265

Quote Prepared using Direct Sales System
Quote Number 146729

Dated: August 18, 2014
RESOLUTION 2014-1073

Contract - Bittermans Automotive Center

Please authorize the Supervisor to sign the contract (February 1, 2014 thru January 31, 2015) with Bittermans Automotive Center. The contract routing sheet has been completed.

10/06/2014
Consent

FINANCIAL IMPACT:
A3310, A7110, B8560, C3621, C8163, D5130, H8000 - .4240 - Amount TBD

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM

TO: All Using Departments
FROM: Denyse Insalaco-Weatherbee, Buyer
DATE: December 11, 2013
SUBJECT: CONTRACT FOR COLLISION REPAIRS - EXTENSION
BID NO.: 213015-004

Please be advised that the contract for Collision Repairs has been extended for an additional one year period. The successful bidders for this contract are Bitterman's Automotive Center and C. Basil Ford.

When using this contract please be sure to reference the bid number 213015-004. When processing any requisitions please use the Material Group #060 and the Purchasing Group 004.

If a “non-county vehicle” needs collision work due to an accident that the County is responsible for, please make sure to clarify that to the vendor. When having any kind of collision work done by either county contract vendor, it is important to give a contact name and telephone number that the person can be reached at.

For your convenience I have listed the necessary information on the attached sheet.

Diw
Att.
COLLISION SERVICE FOR ERIE COUNTY VEHICLES
Erie County Bid No.: 213015-004
FEBRUARY 1, 2013 – JANUARY 31, 2015

VENDOR INFORMATION:

NORTH ZONE:
VENDOR #101064
BITTERMANS AUTOMOTIVE CENTER
7631 Transit Road
East Amherst, NY 14051
Telephone: #688-9244
Fax #688-0079
LABOR RATE PER HOUR @ $38.25
15% DISCOUNT OFF PARTS
Towing: 10 Miles Free

North Zone: Amherst, Clarence, Grand Island, Tonawandas, Newstead & Kenmore

CENTRAL & SOUTH ZONE:
VENDOR #109008
C. BASIL FORD, INC.
1540 Walden Avenue
Cheektowaga, NY 14225
Telephone: 716-362-2976
Fax: 716-897-3762
LABOR RATE PER HOUR @ $25.00
30% DISCOUNT OFF PARTS
Towing: 10 Miles Free additional @ $3.00/mile

Central Zone: Alden, City of Buffalo, Cheektowaga, Depew, Elma, Lackawanna, Lancaster, Marilla, & West Seneca

South Zone: Angola, Aurora, Boston, Brandt, Collins, North Collins, Concord, Eden, Evans, Hamburg, Holland, Orchard Park & Sardinia
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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, 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
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE: (888) 333-4949
FAX: (507) 446-4684
E-MAIL: CLIENTCONTACTCENTER@FEDINS.com
INSURER(S) AFFORDING COVERAGE: FEDERATED MUTUAL INSURANCE COMPANY
NAIC # 13935

INSURED
BITTERMANS AUTOMOTIVE CENTER INC
7631 TRANSIT RD
EAST AMHERST, NY 14051-1198

CERTIFICATE NUMBER: 25
REVISION NUMBER: 0

This is to certify that the policies of insurance listed below have been issued to the Insured named above for the Policy Period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

INSR LTR TYPE OF INSURANCE ACCL SUBR WRN POLICY NUMBER POLICY EFF POLICY EXP LIMITS
GENERAL LIABILITY
X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR Y N 9302983 03/01/2014 03/01/2015 EACH OCCURRENCE $1,000,000
X COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED PREMISES [EXCLUDED]

AUTOMOBILE LIABILITY
X ANY AUTO SCHEDULED AUTOS N N 9302983 03/01/2014 03/01/2015 COMBINED SINGLE LIMIT [EXCLUDED]
X ANY AUTO NON-OWNED AUTOS
X UMBRELLA LIABILITY OCCUR CLAIMS-MADE N N 9302984 03/01/2014 03/01/2015 EACH OCCURRENCE [EXCLUDED]
X EXCESS LIAB

DED X RETENTION $10,000

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY
NC PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED

DESCRIPTION OF OPERATIONS BELOW

TOWN OF AMHERST IS ADDITIONAL INSURED FOR GENERAL LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

CERTIFICATE HOLDER
337-797-5
TOWN OF AMHERST
5583 MAIN ST
WILLIAMSVILLE, NY 14221-5488

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION

Packet Pg. 152
Addendum to Contract

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

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.

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 from the negligence, active or passive, of Contractor, its officers, agents, subcontractors, and/or employees.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph 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 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 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:

General and Professional (if applicable) Liability insurance 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.

Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances.

Contractor shall furnish the above insurances, including subcontractors’ insurances, to the Town and shall also name the Town as a primary additional insured in said policies.

(c) 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 and no later than three (3) days after the date of such accident.

Revised 11/17/11 MSL
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.

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.

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.

This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the Agreement will be held in Erie County, New York.

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 __________________________. Barry A. Weinstein, M.D., 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. 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.

Revised 11/17/11 MSL
Agreed to and Accepted by:

Bitterman's Automotive
Print Name of Company
By: [Signature in Blue Ink]

Printed name
Date: June 20, 2014

Agreed to and Accepted by:

Town of Amherst
By: Barry A. Weinstein, M.D., Supervisor
Date: ____________________
RESOLUTION 2014-1074

Contract - General Parts Distribution/Carquest

Please authorize the Supervisor to sign the contract (US Communities - renewable every August 31, 2014) with General Parts Distribution/Carquest. The contract routing sheet has been completed.

10/06/2014 Consent

FINANCIAL IMPACT:
A3310, A7110, B8560, C3621, C8163, D5110, D5130, D5140, D5142, H8000, H8200 - .4240, .4430 - up to $75,000

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

FIFTH AMENDMENT TO CONTRACT
TO PROVIDE AUTOMOTIVE PARTS AND SERVICES

THIS FIFTH AMENDMENT to the Agreement to Provide Automotive Parts and Services (the "Amendment") is made and entered into this 28th day of June, 2014 ("Effective Date"), by and between the City of Charlotte, a political subdivision of the State of North Carolina (the "City") and General Parts Distribution LLC dba CARQUEST Auto Parts, a limited liability company doing business in North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

A. The City and the Company entered into a written Contract dated June 28, 2011 (the "Contract"), pursuant to which the Company agreed to provide Automotive Parts and Services to the City.

B. The Contract is for a three-year term, with the City having the option to extend the term for three (3) one-year renewals. City Council authorized these extensions on June 27, 2011.

C. The City and the Company agreed to amend the original Contract with the First Amendment dated February 1, 2012 to incorporate hydraulic parts.

D. The City and the Company agreed to amend the original Contract with the Second Amendment dated September 1, 2012 to incorporate price and discount adjustments.

E. The City and the Company agreed to amend the original Contract with the Third Amendment dated March 15, 2013 to incorporate on-site parts management and other services.

F. The City and the Company agreed to amend the original Contract with the Fourth Amendment dated September 1, 2013 to incorporate price and discount adjustments.

G. The parties now desire to amend the Contract by making certain changes to the provisions.

NOW, THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Contract as follows:

AGREEMENT

1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Contract.

2. Pursuant to Section 3 of the Contract, the City wishes to exercise its option to renew the original Contract for a three year term to expire on June 27, 2017, unless earlier terminated in accordance with the terms of this Agreement.
3. This Fifth Amendment incorporates the price increases and decreases as specified in Exhibit A. Revised pricing represents an average increase of 1.57% (percent) and becomes effective on September 1, 2014.

4. This Fifth Amendment removes on-site parts management services. Both parties agree that the Company will no longer offer these services through this Contract.

5. Section 17 of the Agreement ("Miscellaneous") is hereby appended to add the following:

17.12 E-VERIFY:

As a condition for payment under this Contract, Company shall: (i) comply with the E-Verify requirements set forth in Article 2 of Chapter 64 of the North Carolina General Statutes (the "E-Verify Requirements"); and (ii) cause each subcontractor under this Contract to comply with such E-Verify Requirements as well. Company will indemnify and save harmless the City from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities: (including settlement amounts) incurred on account of any failure by Company or any subcontractor to comply with the E-Verify Requirements.

6. Except to the extent specifically provided in the amendments contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under the Contract.

7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.
IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the Effective Date.

GENERAL PARTS DISTRIBUTION LLC d.b.a. CARQUEST AUTO PARTS

By: [Signature]  
Robert A. Wheeler  
Title: SVP Commercial

ATTESTED:
CITY OF CHARLOTTE  
CLERK'S OFFICE
By: [Signature]  
Emily A. Kanze  
Title: Deputy City Clerk

CITY OF CHARLOTTE
By: [Signature]  
Title: ACM

APPROVED AS TO INSURANCE REQUIREMENTS:
By: [Signature]  
Charlotte-Mecklenburg Division Of Insurance Risk Management

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

CITY OF CHARLOTTE  
FINANCE DEPARTMENT
By: [Signature]  
Title: ________________________________
<table>
<thead>
<tr>
<th>Product Description</th>
<th>Manufacturer</th>
<th>CG Mfg Code</th>
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<tr>
<td>filters</td>
<td>Wix</td>
<td>CFI</td>
</tr>
<tr>
<td>batteries</td>
<td>East Penn</td>
<td>BAT</td>
</tr>
<tr>
<td>items sourced outside our supply</td>
<td></td>
<td>Various</td>
</tr>
<tr>
<td>chain</td>
<td></td>
<td>Buyout</td>
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<tr>
<td>friction (brakes)</td>
<td>Akebono Brake Corp., Brake Parts Inc., GRI</td>
<td>FRI</td>
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<td>Engineering &amp; Development, Veyance</td>
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<td>Technologies, Gates Rubber Co.</td>
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<td>motor oil</td>
<td>Warren Unilube</td>
<td>CDQ</td>
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<td>brake drums &amp; rotors</td>
<td>Brake Parts, Inc., Qualis</td>
<td>BDR1</td>
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<tr>
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<td>Wells Mfg. Corp.</td>
<td>EEC</td>
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<tr>
<td>lubricants</td>
<td>Warren Unilube</td>
<td>LUB</td>
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<tr>
<td>bearings</td>
<td>Federal Mogul</td>
<td>BGS</td>
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<tr>
<td>hydraulic hoses &amp; couplings</td>
<td>Gates Rubber Company</td>
<td>HHC</td>
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<td>alternators &amp; starters</td>
<td>BBB Industries</td>
<td>WRE</td>
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<tr>
<td>steering &amp; suspension, chassis</td>
<td>Affinia Product Corp</td>
<td>PCH</td>
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<tr>
<td>OE Hard Parts</td>
<td>Dorman Products</td>
<td>DOR</td>
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<tr>
<td>lamps, lenses &amp; markers</td>
<td>Grobe Industries</td>
<td>LGT</td>
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<tr>
<td>antifreeze &amp; washer fluid</td>
<td>FRAM, Old World, Sopus Products</td>
<td>ANT</td>
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<td>chemicals</td>
<td>Aiken Chemical, CRC Industries, Go-Jo, Permatex, Sopus, Tire Seal, Technical Chemical</td>
<td>CCM</td>
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<td>Blue Streak-America, CPI Global Sourcing, Standard Motor Products,</td>
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<tr>
<td>OE</td>
<td>Airtex Products, Delphi Automotive Systems, Robert Bosch Corp, Spectra Premium Ind.</td>
<td>FP</td>
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<td>fuel pumps</td>
<td>KJB America, LLC</td>
<td>KB</td>
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<td>shocks</td>
<td>Taap Corp., Trico</td>
<td>CWP</td>
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<td>wipers</td>
<td>3M products for body shops</td>
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<tr>
<td>brake drums &amp; rotors</td>
<td>Brake Parts, Inc., Qualis</td>
<td>BDR Rest</td>
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<tr>
<td>tools &amp; equipment</td>
<td>OTC Service Solutions US LLC</td>
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<td>calipers</td>
<td>Cardone</td>
<td>CLP</td>
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<tr>
<td>head lamps &amp; miniature bulbs</td>
<td>CPI Global Sourcing</td>
<td>CLB</td>
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<tr>
<td>disc brake pads</td>
<td>GRI Engineering</td>
<td>RDP</td>
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<td>brake drums &amp; rotors</td>
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<td>BDR-S</td>
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<td>AP Exhaust Products, Five Star Mfg., Rol-Tech Mfg.</td>
<td>GOE</td>
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<tr>
<td>radiators &amp; condensors</td>
<td>Automotive Parts Distribution, Spectra Premium Industries, Vista-Pro Automotive LLC</td>
<td>RDR</td>
</tr>
<tr>
<td>control arm assembly</td>
<td>Mevotech, Inc.</td>
<td>CAA</td>
</tr>
<tr>
<td>Item</td>
<td>Value</td>
<td>Percentage</td>
</tr>
<tr>
<td>-------</td>
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</tr>
<tr>
<td>292,166</td>
<td>292,165</td>
<td>0.00%</td>
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<tr>
<td>271,269</td>
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<tr>
<td>263,523</td>
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<tr>
<td>258,434</td>
<td>260,299</td>
<td>0.33%</td>
</tr>
<tr>
<td>256,967</td>
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<tr>
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<td>241,165</td>
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<tr>
<td>239,675</td>
<td>240,800</td>
<td>0.47%</td>
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<tr>
<td>236,236</td>
<td>236,173</td>
<td>-0.03%</td>
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<tr>
<td>234,362</td>
<td>256,950</td>
<td>9.60%</td>
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<tr>
<td>232,815</td>
<td>232,811</td>
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<tr>
<td>221,164</td>
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<tr>
<td>220,627</td>
<td>220,626</td>
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<tr>
<td>218,362</td>
<td>217,035</td>
<td>-0.61%</td>
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<td>208,327</td>
<td>224,664</td>
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<td>205,113</td>
<td>222,884</td>
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<td>204,116</td>
<td>204,013</td>
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<tr>
<td>201,449</td>
<td>201,449</td>
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<tr>
<td>201,122</td>
<td>201,545</td>
<td>0.21%</td>
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**Totals**

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<tr>
<th>Value</th>
<th>AVG 1.57%</th>
<th>Supplier</th>
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<tbody>
<tr>
<td>35,192,413</td>
<td>35,746,573</td>
<td>Fleet-Safety-Industrial</td>
</tr>
<tr>
<td>35,192,413</td>
<td>35,746,573</td>
<td>31 Inc, CPI Global Sourcing, CTA Manufacturing, Flann Technologies, Motor Components, Special Products Corp.</td>
</tr>
</tbody>
</table>
# Certificate of Liability Insurance

**Date:** 05/30/2014

**Producer:**
- Marsh USA Inc.
  - U.S. Claims Center
  - 1001 East Clay Street, Suite 600
  - Richmond, VA 23216-1137
  - Richmond.Cli.Request@marsh.com

**Insured:**
- General Parts, Inc.
  - 2835 R. Midlothian Road
  - Raleigh, NC 27604

**Coverages**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Insr. Wty.</th>
<th>Policy Number</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. General Liability</td>
<td>05/01/2014 - 10/31/2014</td>
<td>XSL52734137</td>
<td></td>
</tr>
<tr>
<td>B. Workers Compensation</td>
<td>05/01/2014 - 10/31/2014</td>
<td>WLR0801229 (AGS)</td>
<td></td>
</tr>
<tr>
<td>C. Automobile Liability</td>
<td>05/01/2014 - 10/31/2014</td>
<td>ISA99821392</td>
<td></td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles**

- مدينة شارلottes هي مدرجة كأضافية مؤمنة، في حالة التأمين العام، وفقًا للمواصفات المذكورة في الشروط العامة، وفقًا للعقد أو الاتفاق.

**Cancellation:** Should any of the above described policies be cancelled before the expiration date, notice will be delivered in accordance with the policy provisions.

**Certificate Holder:**
- City of Charlotte - Shared Services
- Procurement Management
- 600 East Fourth Street, OAGC - 9th Floor
- Charlotte, NC 28202-2660

**Authorized Representative:**
- Susan B. Mignone

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<table>
<thead>
<tr>
<th>Specialty Solutions</th>
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<tr>
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<td>US. Foods</td>
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<tr>
<td>Safeware-Mallory</td>
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<tr>
<td>ServiceWear Apparel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carquest Auto Parts</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Office Solutions</th>
<th>close</th>
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</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>Knoll</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Haworth*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Herman Miller</td>
<td></td>
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<table>
<thead>
<tr>
<th>Classroom Solutions</th>
<th>close</th>
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</thead>
<tbody>
<tr>
<td>Fisher Science Education</td>
<td></td>
</tr>
<tr>
<td>Virco*</td>
<td></td>
</tr>
<tr>
<td>Office Depot</td>
<td></td>
</tr>
</tbody>
</table>
Addendum to Contract

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

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.

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 from the negligence, active or passive, of Contractor, its officers, agents, subcontractors, and/or employees.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph 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 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 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:

General and Professional (if applicable) Liability insurance 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.

Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances.

Contractor shall furnish the above insurances, including subcontractors’ insurances, to the Town and shall also name the Town as a primary additional insured in said policies.

(c) 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 and no later than three (3) days after the date of such accident.
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.

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.

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.

This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the Agreement will be held in Erie County, New York.

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 _______________. Barry A. Weinstein, M.D., 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. 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.

Revised 11/17/11 MSL
Agreed to and Accepted by:  

**CARQUEST AUTO PARTS**  
Print Name of Company  

By:  
Signature  

**Christopher Stewart**  
Printed name  

Date: **3/26/14**

---

Agreed to and Accepted by:  

**Town of Amherst**

By:  

Barry A. Weinstein, M.D., Supervisor  

Date: 

---

Attachment: Agenda Item (RES-2014-1074 : Contract - General Parts Distribution/Carquest)
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
Marsh USA Inc.
Three James Center
1051 East Cary Street, Suite 900
Richmond, VA 23218-1137
Richmond.CertRequest@marsh.com
J32008-GPI-GAWUS-13-14

INSURED
General Parts Distribution LLC
2035 E. Millbrook Road
Raleigh, NC 27604

CONTACT
NAME: 
PHONE
(AIC, No. Ext): 
FAX 
(AIC, No.): 
E-MAIL: 
ADDRESS: 
INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A:
ACE American Insurance Company
22667
INSURER B:
Indemnity Company of North America
INSURER C:
ACE Property & Casualty Insurance Co.
INSURER D:
INSURER E:
INSURER F:

COVERAGES
CERTIFICATE NUMBER:
CLE-00405809-01
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.

<table>
<thead>
<tr>
<th>INSURER/LTR</th>
<th>TYPE OF INSURANCE</th>
<th>INSURED/BURNED</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td></td>
<td>XSLG27331798</td>
<td>03/15/2014</td>
<td>06/15/2014</td>
<td>EACH OCCURRENCE $1,500,00</td>
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<tr>
<td></td>
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<td></td>
<td>DAMAGE TO RENTED PREMISES (EA occurrence) $1,500,00</td>
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<tr>
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<td>MED EXP (Any one person) $5,000</td>
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<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $1,500,00</td>
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<td></td>
<td></td>
<td>GENERAL AGGREGATE $10,000,00</td>
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<td>PRODUCTS - COMPOUND AGG $3,500,00</td>
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<td>A</td>
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<td>ISAH08890000</td>
<td>03/15/2014</td>
<td>06/15/2014</td>
<td>COMBINED SINGLE LIMIT (EA accident) $5,000,00</td>
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<td>BODILY INJURY (Per person) $5,000</td>
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<td>BODILY INJURY (Per accident) $5,000</td>
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<td>PROPERTY DAMAGE (Per accident) $5,000</td>
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</tr>
<tr>
<td>C</td>
<td>UMBRELLA LIABILITY</td>
<td>XL</td>
<td>XXOC8270155A</td>
<td>06/01/2013</td>
<td>06/01/2014</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td>AGGREGATE $1,000,000</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/ MANAGER EXCLUDED (Mandatory In NH) Y / N</td>
<td>N / A</td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>WLRCA7886764 (AOS)</td>
<td>03/15/2014</td>
<td>06/01/2014</td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
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<td>SCFC47867708 (W)</td>
<td>03/15/2014</td>
<td>06/01/2014</td>
<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
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<td>WLRCA7886776 (CA, MA)</td>
<td>03/15/2014</td>
<td>06/01/2014</td>
<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
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<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>CLARIFICATION OF LIMITS</td>
<td>XSLG27331798</td>
<td>03/15/2014</td>
<td>06/01/2014</td>
<td>POLICY LIMITS EXCESS OVER $500,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 191, Additional Remarks Schedule, if more space is required)
The Town of Anheurst is included as additional insured for General Liability where required by written contract. The General Liability Insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER
Town of Anheurst
5593 Main St
Williamsville, NY 14221

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Susan B. Vignone

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD
CONCRETE STREETLIGHTING POLES

WHEREAS, the Town of Amherst has special areas where overhead power is required for street lighting;

WHEREAS, National Grid will install their own overhead fed poles when required charging the Town the current Tariff Rate per year per pole; current rate is $264.93 per pole per year;

NOW THEREFORE BE IT RESOLVED that the Town of Amherst will have National Grid own and install concrete street light poles for various lighting needs. The Town of Amherst will review the success of this process and make changes if necessary.

10/06/2014
Consent

FINANCIAL IMPACT:
$264.93 per year per pole

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
Recreation Attendant - PT/Yth/Rec


Due to reduction in staff availability.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
Recreation Attendant - PT/Yth/Rec


Due to the reduction in staff availability.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
Resolution 2014-1078

Recreation Attendant - PT/ Yth/Rec (2 Positions)

Recreation Attendant - PT/Yth/Rec (2 Positions), Effective October 7, 2014, Temporary, $8.63 ph, Step 2 for Elyse Mangano and Elena Ritz.

Due to the reduction in staff availability.

10/06/2014 Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
RESOLUTION 2014-1079

Assistant WWTP Superintendent - Maintenance

Please appoint an Assistant Wastewater Treatment Plant Superintendent - Maintenance. Provisional, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 7, 2014 at an annual salary of $86,699 for Jerome Suszynski.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
RESOLUTION 2014-1080

Wastewater Treatment Plant Operator

Please appoint a Wastewater Treatment Plant Operator to the Engineering Department, Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 7, 2014, at a hourly rate of $25.68, JG V, Step 5 for Jason Furman.

This is a promotion for a WWTP Operator - Trainee who received their 3A certification.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
RESOLUTION 2014-1081

Laborer - PT (Highway/Refuse/Police)

Please appoint a Laborer - PT, Temporary, Effective October 7, 2014 at an hourly rate of $12.48, Step 1 for Hunter Tremblett.

10/06/2014
Consent

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
Amherst Town Board

DOC ID: 12183

RESOLUTION 2014-947

Rezoning of 56 N. Forest Road

Adoption of Local Law to Amend the Zoning Map
(56 North Forest Road; Z-2014-18)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of June 19, 2014 that the proposed Office Building (OB) zoning at 56 North Forest Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed zoning is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed zoning at this location, and be it further

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

9/8/2014

A motion to open the public hearing was made by Supervisor Weinstein, seconded by Deputy Supervisor Marlette, and unanimously approved 5-0. The public hearing was opened at 7:21 PM.

David Carrigan, property owner, answered questions from the Town Board.

The following speaker addressed the Town Board:
Judy Catalano, 57 Park Club Lane - voiced her concerns

As there were no further speakers, Supervisor Weinstein motioned to close the public hearing, seconded by Councilmember Manna and unanimously approved 5-0. The public hearing was closed at 7:26 PM.

Decision Date set for October 6, 2014.

10/06/2014

A motion to approve was made by Councilmember Manna and seconded by Supervisor Weinstein.

A motion was then made by Supervisor Weinstein to Amend, seconded by Councilmember Manna and approved 4-1 (nay, Marlette). Amendment from the revised Resolution adds the following to the last paragraph:
RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Town Zoning map, subject to the following condition subject to the following deed restriction:

1. That any structures on the site be limited to two stories and 25 feet in height.

A motion was again made by Supervisor Weinstein to Amend, seconded by Councilmember Manna and unanimously approved 5-0. Amendment changes the revised Resolution from:

subject to the following condition:

to subject to the following deed restriction:

A motion was made by Supervisor Weinstein to approve as amended, seconded by Councilmember Manna and approved 3-2 (nay Marlette, Sanders).

RESULT: ADOPTED AS AMENDED [3 TO 2]
MOVER: Barry A. Weinstein, Supervisor
SECONDER: Mark A. Manna, Councilmember
AYES: Weinstein, Manna, Popowich
NAYS: Marlette, Sanders
DRAFT (5/12/14)
LOCAL LAW NO. ______-201_

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST
CODE, KNOWN AS THE ZONING ORDINANCE, TO REZONE
56 N. FOREST FROM R-3 TO OB AND TO
AMEND THE ZONING MAP ACCORDINGLY.

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

Section 1. Title.

This Local Law shall be referred to as, “A Local Law Amending Chapter
203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone
56 N Forest Rd. from R-3 to OB and to Amend The Zoning Map Accordingly.”

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to
rezone 56 N Forest Rd. from R-3 to OB zoning has been filed and is in proper
order. The Town Board further finds that the rezoning is consistent with the
Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by
reference in the Town zoning code by amending from R-3 to OB the zoning of
56 N Forest Road, subject to any conditions imposed by the authorizing
resolution; legally described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the in the Town of
Amherst, County of Erie and State of New York, being part of Lot No. 9,
Township 12, Range 7 of the Holland Land Company’s Survey and more
particularly described as follows:

BEGINNING at a point in the east line of Lot No. 9 being also center line
of North Forest Road, 510.35 feet north of the southeast corner of said lot No. 9
and the north line of Main Street; running thence westerly at an interior angle of
94 degrees 39 minutes 40 seconds a distance of 223.56 feet to a point; running
thence northerly parallel with the east line of Lot No. 9 and the center line of
North Forest Road, 119.58 feet to the south line of lands conveyed to George
Attea by Deed recorded in the Erie County Clerk’s Office in Liber 2781 of Deeds
Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §265 of the Town Law of the State of New York.

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 5. Effective Date.

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

Marjory Jaeger  
Town Clerk  
Town of Amherst  
County of Erie, State of New York
RESOLUTION 2014-948

Rezoning of 5999 Sheridan Drive

Adoption of Local Law to Amend the Zoning Map
(5999 Sheridan Drive; Z-2014-17)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of June 19, 2014 that the proposed Multi-Family Residential District Four A (MFR-4A) zoning at 5999 Sheridan Drive is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed zoning is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed zoning at this location, and be it further

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

9/8/2014
A motion to open the public hearing was made by Supervisor Weinstein, seconded by Deputy Supervisor Marlette, and unanimously approved 5-0. The public hearing was opened at 7:36 PM.

Jeffrey Palumbo, Esq., answered questions from the Town Board.

The following speaker addressed the Town Board:
Arnold Zellman, Hampton Hills - voiced his concerns

As there were no further speakers, Deputy Supervisor Marlette motioned to close the public hearing, seconded by Councilmember Manna and unanimously approved 5-0. The public hearing was closed at 7:42 PM.

Decision Date set for October 6, 2014.

10/06/2014
A motion to approve was made by Deputy Supervisor Marlette, seconded by Councilmember Sanders and unanimously approved 5-0.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popovich
LOCAL LAW NO. ____-20____

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOW AS THE ZONING ORDINANCE, TO REZONE 5999 Sheridan Drive, Town of Amherst, New York FROM CF TO MFR-4A AND TO AMEND THE ZONING MAP ACCORDINGLY

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

Section 1. Title.

This Local Law shall be referred to as, “A Local Law amending the Zoning of 5999 Sheridan Drive, Town of Amherst, New York.”

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone 5999 Sheridan Drive, Town of Amherst, New York from CF to MFR-4A zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amended from CF to MFR-4A the zoning of 5999 Sheridan Drive, Town of Amherst, New York, subject to any conditions imposed by the authorizing resolution; legally described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 90, Township 12, Range 7 of the Holland Land Company’s Survey, described as follows:

BEGINNING at a point on the north line of said Lot 90, Township 12, Range 7, said north line being also the centerline of Sheridan Drive, 66 feet wide, 197.48 feet east of the northwest corner of said Lot No. 90, Township 12, Range 7; thence southerly along the east line of lands conveyed to The Country Club of Buffalo by aforesaid deed recorded in Erie County Clerk’s Office in Liber 1843 of Deeds at page 354, 1143.83 feet to a point; thence at right angles about 50 feet more or less to the east line of lands conveyed to the Franciscan Missionary Sisters of the Divine Child, Inc. by deed recorded in the Erie County Clerk’s Office in Liber 6171 of Deeds at page 432; thence northerly along the east line of lands so conveyed by last aforesaid deed, 1145.60 feet to the centerline of
Sheridan Drive at a point 247.50 feet east of the northwest corner of said Lot No. 90, Township 12, Range 7; thence westerly along the centerline of Sheridan Drive, 50.02 feet to the point or place of beginning containing 1.32 acres of land, more or less.

Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §264 of the Town Law of the State of New York.

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 5. Effective Date.

This Local law shall take effect immediately when it is 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.

Doc #6111.1
RESOLUTION 2014-1082

To Set a Date for the First of Two Public Hearings Required by the U.S. Department of Housing and Urban Development for the Town’s Five Year Consolidated Plan (2015-2019) and the FY 2015 Community Development Action Plan.

WHEREAS, the Town is required to hold at least two public hearings for the Five Year Consolidated Plan and the 2015 Action Plan, encompassing both the Community Development Block Grant (CDBG) and HOME Investment Partnership Grant applications; and

WHEREAS, at least one public hearing must be held prior to the assembly of a draft Consolidated and Action Plans; now therefore be it

NOW BE IT RESOLVED, the Town Board of the Town of Amherst sets October 20, 2014 for the first public hearing for the Five Year Consolidated Plan and the 2015 Action Plan to solicit citizen input on housing and community development needs and to review the current use of CDBG and HOME grant funds.

10/06/2014
Consent

FINANCIAL IMPACT:
Adoption of the proposed resolution involves no monetary consideration and will have no impact on the Town Budget or tax rate.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
RESOLUTION 2014-1083

Accident Reconstruction Training Albany, New York October 15, 2014

Request town board approval to send two senior investigators to Albany to attend 2014 fall seminar: "Using video analysis in accident reconstruction".

10/06/2014
Consent

FINANCIAL IMPACT:
Funding in A 3120 4040 $586

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
**RAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM**

- **$250 or LESS**: Department Head Approval ONLY Required
- **$250 +**: Department Head AND Town Board Approval Required

**REVISED 9/6/05**

<table>
<thead>
<tr>
<th>NAME</th>
<th>Employee #</th>
<th>Department</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert McMahon, Kevin Murphy</td>
<td>5372, 1818</td>
<td>Police</td>
<td>689-1368</td>
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**Destination and Purpose of Trip**

<table>
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<tr>
<th>Date of Departure</th>
<th>Date of Return</th>
<th>Destination</th>
<th>Purpose/Justification</th>
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<tbody>
<tr>
<td>October 14, 2014</td>
<td>October 15, 2014</td>
<td>Albany, NY</td>
<td>Training Accident Reconstruction</td>
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</table>

**Expenses**

- Transportation: Police Vehicle
  - Mileage: $0
  - Tolls: $30
  - Parking: $0
  - Local Transportation (bus/taxi): $0
  - Plane/Rail/Bus: $0

- Lodging: 1 room, 1 night, $111
  - # nights: 1, $111

- Meals: 2 @ $61 Per day
  - # Breakfasts: 0
  - # Luncches: 0
  - # Dinners: 0

- Registration/Conference Fee: 2 @ $75

- Telephone/Fax/Internet: $0

- Other: $0

**Subtotal**

- $120 Fuel: $120
- $30: $30
- $0
- $0
- $0
- $111: $111
- $122: $122
- $150: $150
- $0
- $0
- $533: $533
- $53: $53
- $586: $586

**Request Approved By:**

- **Department Head Signature**: [Signature]
- **Date**: 9/29/14

**Town Board:**

- **Date of Town Board Approval**: [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**: [Signature]
- **Date**: [Date]

**Complete Shaded Area For Expense Reimbursement**
NYSTARS 2014 Fall Seminar:
"Using Video Analysis in Accident Reconstruction"

WHAT: A one-day seminar on the use of video information for forensic analysis by Grant Fredericks, one of the most prominent experts in forensic video analysis in North America. NYSTARS will provide lunch and refreshments during breaks.

WHERE: New York State Police Academy, Building 24, State Office Campus, Albany, NY

DIRECTIONS: To the New York State Police Academy, Albany: Within Albany, enter Interstate 90 to West Albany. Take I-90 eastbound to Exit 3 (Campus Access Road) or I-90 westbound to Exit 4 (Route 85 south) to the State Office Campus (which is south of Washington Avenue). NYS Police Academy is on the west end of the loop road around the campus (Building 24).

WHEN: Wednesday, 15 October 2014 from 8:30 AM to 5:00 PM

COST: $50 for Members
$75 for Non-Members

Registration Form on Page 10
RESOLUTION 2014-1084

Kenny Carpets Contract $5,979.00

On September 22, 2014 the Town Board approved the low bid from Kenny Carpets for the installation of rubber floor tile at the Amherst Police Department. Kindly authorize the Supervisor to sign the attached contract with Kenny Carpet.

10/06/2014
Consent

FINANCIAL IMPACT:
Funds in A3120 2150 $5979.00

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
Town of Amherst
Purchasing Department

INVITATION TO BID

Bid #2014-8182014 – Replacement of Rubber Floor Tile

Bids, as stated below, will be received and publicly opened by the Purchasing Department in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

- Four (4) sealed copies of the proposal are required.
- In each of the four (4) bid packets being submitted, EACH page requiring a signature, must be in original signature, and must be signed in BLUE INK.

Please submit to:

Town of Amherst
Purchasing Department – 2nd Floor
5583 Main Street
Williamsville, New York 14221

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: 2014-8182014
OPENING DATE September 16, 2014 TIME: 12:30 pm
FOR: Replacement of Rubber Floor Tile

NAME OF BIDDER:

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- EXHIBIT "A" - Assignment of Public Contracts
- EXHIBIT "C" - Construction/Reconstruction Contracts
- EXHIBIT "D" - Bid Bond (Formal Bid) 5%
- EXHIBIT "E" - Bid Bond (Informal Bid)
- EXHIBIT "E" - Agreement Addendum
- EXHIBIT "G" - Non-Collusive Bidding Certification
- EXHIBIT "I" - Certification of Compliance with the Iran Divestment Act
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond 100%
Town of Amherst
Purchasing Department
BID SPECIFICATIONS

Ship to: Town of Amherst
Attention: 
Address: 

<table>
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<tr>
<th>ITEM NO.</th>
<th>QTY</th>
<th>U/M</th>
<th>CATALOG NO./DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
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<tr>
<td>1+2</td>
<td></td>
<td></td>
<td>Remove/Prep and Install new Tile as per Specification</td>
<td></td>
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</tr>
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</table>

Total Price: $5777

No additional charges will be allowed.

NOTE: Bid results cannot be given over the phone. All requests for the bid results should be submitted in writing or faxed to:

TOWN OF AMHERST
PURCHASING DEPARTMENT
5583 Main Street
Williamsville, NY 14221
FAX #(716) 631-7146

NAME OF BIDDER: Kenny Carpets Inc.

(Rev. 3/2013)
Addendum to Contract

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

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.

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 from the negligence, active or passive, of Contractor, its officers, agents, subcontractors, and/or employees.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph 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 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 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:

General and Professional (if applicable) Liability insurance 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.

Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances.

Contractor shall furnish the above insurances, including subcontractors’ insurances, to the Town and shall also name the Town as a primary additional insured in said policies.

(c) 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 and no later than three (3) days after the date of such accident.

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.

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.

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.

This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the Agreement will be held in Erie County, New York.

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 ____________________
Barry A. Weinstein, M.D., 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. 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:

Kenny Carpets In

Print Name of Company

By: ________________

Signature

Scott Yelverton

Printed Name

Date: 9/3/14

Agreed to and Accepted by:

Town of Amherst

By: __________________

Barry A. Weinstein, M.D., Supervisor

Date: __________________

Packet Pg. 191
Attachment: APD09252014_00003 (RES-2014-1084 : Kenny Carpets Contract)
Bid #2014052 Demolition of 41 Hampton Court

WHEREAS, the Purchasing Department received bids on September 18, 2014 for the Demolition of 41 Hampton Court; and

WHEREAS, the bid process resulted in responses from seven (7) vendors as identified on the attached bid tab, and;

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the Purchasing Department to award the bid for the demolition of 41 Hampton Court to Empire Building Diagnostics, 2 Main Street, Depew, NY 14043; and

NOW THEREFORE FURTHER BE IT RESOLVED, that the Town Board authorizes Supervisor Barry A. Weinstein to sign a contract with Empire Building Diagnostics, subject to the contract routing process and approval of the Town Attorney.

10/06/2014
Consent

FINANCIAL IMPACT:
A -0382  $19,730.00

RESULT:  ADOPTED [UNANIMOUS]
MOVER:  Guy R. Marlette, Deputy Supervisor
SECONDER:  Steven D. Sanders, Councilmember
AYES:  Weinstein, Marlette, Manna, Sanders, Popowich
<table>
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<tr>
<th>Item #</th>
<th>UM</th>
<th>Description</th>
<th>Total Price</th>
<th>Total Price</th>
<th>Total Price</th>
<th>Total Price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>1</td>
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<td>Demo of 41 Hampton Ct.</td>
<td>$33,800.00</td>
<td>$27,790.00</td>
<td>$22,750.00</td>
<td>$33,000.00</td>
<td>$19,730.00</td>
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RESOLUTION 2014-1086

Program Guest Lecturers & Entertainment 2014 Agreements

We respectfully request Town Board permission to authorize the Supervisor to sign Agreements between the Town of Amherst (Department of Senior Services) and the following individuals/groups for 2014.

The names of the following individuals/groups appear in the order for which they are scheduled in 2014:

Anthony Szczygiel - Thursday, October 9, 2014
Richard R. Nola - Friday, December 12, 2014
Temple Beth Zion (C/O Penny Myers) - Tuesday, December 16, 2014

10/06/2014
Consent

FINANCIAL IMPACT:
All fees will be payable from Account A6772 - 4090; listed in the order of event scheduling: $25; $85; and $100

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
August 22, 2014

Anthony Szczygiel
502 West Delavan Ave.
Buffalo, NY 14222

Dear Anthony,

This is your Agreement for your 2014 presentation/performance as an independent contractor. Please contact Cathy Sommer at 636-3055 ext. 3106 closer to your date of presentation.

Anthony Szczygiel agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the performers, its agents, and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and board from liability arising from the presentation/performance of this Agreement.

This Agreement is in effect during 2014, and allows the Senior Services Department the flexibility to schedule, substitute, cancel or make accommodations for a presentation/performance based on needs and interests of the Department and the availability of the presenter and/or performer.

AGREEMENT

Date:    Thursday, October 9, 2014
Time:    12:45 p.m.
Location: Amherst Center for Senior Services
Fee:     $25.00
Breaks: none
Setup Needs: Please _X_ below any equipment you may need for your performance:

Microphone: ___
Power Point Projector: ___
Piano: ___
Portable stage: ___
Screen: ___
Table: ___ Size: ___
Chairs: ___
Podium: ___
Easel: ___
Boom Box: ___
Other: ______________________________________
Name of Entity:
Identify Type of Business Entity:
(e.g. Individuals, D/B/A, Corporation, Partnership, Association, Club, etc.)

Agreed to and approved:

* [Signature]
Name

[Date]

Title

*If entity is listed as "individual(s)," individual should sign. If Corporation, partnership, Association, or Club, officer, business agent, or other person duly authorized to sign similar agreements should sign.

Additional signatures if entity is composed of individuals:

________________________________________

________________________________________

________________________________________

Town of Amherst:

Dr. Barry A. Weinstein, Supervisor

[Date]

ESA/ma

CC: Marjory Jaeger, Town Clerk
    E. Thomas Jones, Town Attorney
    Darlene A. Carroll, Town Comptroller
September 4, 2014

Richard R. Nola
57 Avon Rd.
Tonawanda, NY 14150

Dear Richard

This is your Agreement for your 2014 presentation/performance as an independent contractor. Please contact Cathy Sommer at 636-3055 ext. 3106 closer to your date of presentation/performance.

Richard Nola agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the performers, its agents, and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and board from liability arising from the presentation/performance of this Agreement.

This Agreement is in effect during 2014, and allows the Senior Services Department the flexibility to schedule, substitute, cancel or make accommodations for a presentation/performance based on needs and interests of the Department and the availability of the presenter and/or performer.

AGREEMENT

Date: Friday, December 12, 2014
Time: 12:45 p.m.
Location: Amherst Senior Center
Fee: $85.00
Breaks: none

Setup Needs: Please _X_ below any equipment you may need for your performance:

Microphone: ___
Power Point Projector: ___
Piano: ___
Portable stage: ___
Screen: ___
Table: ___ Size: ___
Chairs: ___
Podium: ___
Easel: ___
Boom Box: ___
Other: ____________________________
Name of Entity:
Identify Type of Business Entity:
(e.g. Individuals, D/B/A, Corporation, Partnership, Association, Club, etc.)

Agreed to and approved:

[Signature]
Name

Title

*If entity is listed as "individual(s)," individual should sign. If Corporation, partnership, Association, or Club, officer, business agent, or other person duly authorized to sign similar agreements should sign.

Additional signatures if entity is composed of individuals:


Town of Amherst:

Dr. Barry A. Weinstein, Supervisor

ESA/ma

CC: Marjory Jaeger, Town Clerk
E. Thomas Jones, Town Attorney
Darlene A. Carroll, Town Comptroller
September 8, 2014

Temple Beth Zion
C/O Penny Myers
700 Sweethome Rd.
Buffalo, NY 14226

Dear Penny,

This is your Agreement for your 2014 presentation/performance as an independent contractor. Please contact Cathy Sommer at 636-3055 ext. 3106 closer to your date of presentation/performance.

Temple Beth Zion/Penny Myers agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the performers, its agents, and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and board from liability arising from the presentation/performance of this Agreement.

This Agreement is in effect during 2014, and allows the Senior Services Department the flexibility to schedule, substitute, cancel or make accommodations for a presentation/performance based on needs and interests of the Department and the availability of the presenter and/or performer.

AGREEMENT

Date: Tuesday, December 16, 2014

Time: 11:15 p.m.

Location: Amherst Center for Senior Services

Fee: $100.00

Breaks: none

Setup Needs: Please __X__ below any equipment you may need for your performance:

Microphone: ___
Power Point Projector: ___
Piano: ___
Portable stage: ___
Screen: ___
Table: ___ Size: ___
Chairs: ___
Podium: ___
Easel: ___
Boom Box: ___
Other: ____________________
Name of Entity:
Identify Type of Business Entity:
(e.g. Individuals, D/B/A, Corporation, Partnership, Association, Club, etc.)

Agreed to and approved:  

\[Signature\]  
Name  
Date  

Title

*If entity is listed as “individual(s),” individual should sign. If Corporation, partnership, Association, or Club, officer, business agent, or other person duly authorized to sign similar agreements should sign.

Additional signatures if entity is composed of individuals:

\[Signature\]  
\[Signature\]  
\[Signature\]  
\[Signature\]  

Town of Amherst:

\[Signature\]  
Dr. Barry A. Weinstein, Supervisor  
Date

ESA/ma

CC: Marjory Jaeger, Town Clerk  
E. Thomas Jones, Town Attorney  
Darlene A. Carroll, Town Comptroller
RESOLUTION 2014-1087

Gerster Sales & Service, Inc. Contracts

Authorize the Supervisor to sign various contracts between the Town of Amherst (Youth & Recreation Department) and Gerster Sales & Service, Inc. for parts and repairs at the Northtown Center at Amherst.

10/06/2014
Consent

FINANCIAL IMPACT:
A 7253.4220 - $3,854.58

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
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<th>No.</th>
<th>Bidder</th>
<th>Bid Bond (Y / N)</th>
<th>Base Bid</th>
<th>Alternate Bid</th>
<th>Totals</th>
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<td>John W. Danforth</td>
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**Documents Required**

1. Bid / Quote Tabulation
2. Contract
3. Addendum to Contract
4. Certificate of Liability Insurance
5. Certificate of Workers Compensation Insurance
6. Supporting Bid / Quote Documents
7. Miscellaneous Documents

Submitted by: Eric W. Guzdek

Date: 9/15/14
PROPOSAL #18905

TO:  
1615 Amherst Manor Dr.  
Williamsville, NY 14221  
ATTN: Eric Gruzdek

PROJECT: South tower repair parts

DATE: July 9, 2014
DELIVERY TERMS: F.O.B. Ship Point
ESTIMATED DELIVERY: As Required
TERMS OF PAYMENT: Net 30 days

WE ARE PLEASED TO PROPOSE THE FOLLOWING TRANE SERVICES:

Supply the follow replacement parts for the South cooling tower:
• (1) fill valve and solenoid assembly

NOTES:
• Installation by others.
• Prices do not include removal or disposal of hazardous waste and/or hazardous materials. This includes, but is not limited to oil and asbestos.
• Prices do not include shipping & handling, or applicable taxes.
• Prices listed are valid for 30 days from the proposal date.

TOTAL NET PRICE: $206.00

Respectfully submitted,
Joseph P. Gouno
LEED® AP
Existing Building Services

Accepted By: ________________________________
Date: ________________________________
PO#: ________________________________

In addition to this, attached you will find our standard terms and conditions.
1. Acceptance. These terms and conditions are an integral part of GS&S offer and form the basis of any agreement (the "Agreement") resulting from GS&S proposal (the "Proposal") for the work described (the "Work"). The proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized representative thereof who delivers written notice of acceptance to GS&S within thirty (30) days from date of proposal. If Customer's order is an acceptance of the proposal, without the addition of any other terms and conditions or sale or any other modification, this document shall be treated solely as an acknowledgment of such order. If Customer's order is expressly conditioned upon GS&S acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by GS&S with these terms and conditions attached or referenced serves as GS&S notice of objection to Customer's terms and as GS&S counter-offer to provide Work in accordance with scope and terms and conditions of the proposal. If Customer does not reject or object in writing to GS&S within ten (10) days, GS&S counter-offer will be deemed accepted. Customer's acceptance of goods and/or Work by GS&S will in any event constitute an acceptance by Customer of these terms and conditions. This Agreement is subject to credit approval by GS&S. Upon disapproval of credit, GS&S may deny or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If GS&S and Company is unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by GS&S to the date cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all taxes, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by GS&S. No other tax regulation or systematic collection is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Equipment sold on an installed basis and any taxable labor does not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt, prices will be increased a straight 1% (not compounded) for each one-month period thereafter beyond the 3 Tax exempt period. The price in the date of receipt of such release. If such release is not received within 3 months after date of order receipt, the prices are subject to renegotiation, or at GS&S option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and GS&S may charge Customer with incurred storage fees.

3. Exclusions from Work. GS&S obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall GS&S be required to perform work GS&S reasonably believes is outside of the defined Work without a written change order signed by Customer and GS&S.

4. Performance. GS&S shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time GS&S performs the Work. GS&S may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and GS&S, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, walkthroughs to perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment Terms. Customer shall pay GS&S invoices within net thirty (30) days of invoice date. GS&S may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed or furnished in lieu of such final invoices. GS&S may retain payments except as expressly agreed in writing by GS&S, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, GS&S may cancel all or any part of the order and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to GS&S for all reasonable shutdown, standby and startup costs as a result of the suspension. GS&S reserves the right to add to any account a financing charge of more than 30 days past due on the principal amount due at the end of each month Customer shall pay all costs (including attorneys' fees) incurred by GS&S in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, GS&S will provide appropriate lien waivers upon receipt of payment.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of GS&S, all dates provided by GS&S or its representative for commencement, progress or completion are estimates only. While GS&S shall use commercially reasonable efforts to meet such estimated dates, GS&S shall not be responsible for any damages for its failure to do so.

7. Access. GS&S and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by GS&S acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. GS&S access to correct any emergency condition shall not be restricted.

8. Completion. Notwithstanding any other term or condition herein, when GS&S informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of GS&S representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to reinspect any and all excepted items as soon as GS&S informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when GS&S informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within the (5) days from the date when GS&S informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when GS&S informs Customer that the Work, or the excepted items, if applicable, has been completed.

9. Permits and Governmental Fees. GS&S shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from GS&S subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals and permits for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, GS&S will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to GS&S all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if GS&S encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, GS&S shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in GS&S cost of, or time required for, performance or any part of the Work, GS&S shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. GS&S is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungi. GS&S also is not liable for damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by GS&S.

13. Asbestos and Hazardous Materials. GS&S' Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by GS&S, there are no Hazardous Materials on the Work site that will in any way affect GS&S' Work and Customer has disclosed to GS&S the existence and location of any Hazardous Materials in

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Packet Pg. 204
all areas within which GS&S will be performing the Work. Should GS&S become aware of or suspect the presence of Hazardous Materials, GS&S may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all actions necessary to comply with all laws and regulations in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by GS&S. GS&S shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall GS&S be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. GS&S’s duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If GS&S shall be unable to carry out any of its obligations under this Agreement due to an Event of Force Majeure, this Agreement shall at GS&S’s election (i) remain in effect but GS&S’s obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay GS&S for all parts of the Work furnished to the date of termination. If *Event of Force Majeure* shall mean any cause or event beyond the control of GS&S. Without limiting the foregoing, *Event of Force Majeure* includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic; revolutions; riots; labor disputes; labor or material strike; embargo; war; court order or order of any authority (whether valid or invalid), and action or non-action by or liability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by GS&S; and the requirements of any applicable government in any manner that diverts the material or the finished product to the direct or indirect benefit of the government.

15. Customer’s Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give GS&S the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to GS&S for all Work furnished to date and all damages sustained by GS&S (including lost profit and overhead): (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or of a trustee, receiver, or similar person is appointed over any of the assets of the interest of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

16. Indemnification. To the maximum extent permitted by law, GS&S and Customer shall indemnify and hold each other harmless from any and all actions, costs, expenses, damages, and liabilities, including reasonable attorneys’ fees, resulting from death or bodily injury or damage to tangible physical property of the other, to the extent arising out of or resulting from the negligence of their respective employees or other authorized agents in connection with the Premises. However, neither party shall indemnify the other against actions, costs, expenses, damages, and liabilities to the extent attributable to the sins or omissions of the other party. If the parties are both at fault hereunder, then any obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions which occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACT, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

18. Patent Indemnity. GS&S shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by GS&S and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, GS&S shall promptly be notified and given full opportunity to negotiate a settlement. GS&S does not warrant against infringement by reason of Customer’s design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of infringement, Customer agrees to reasonably cooperate with GS&S. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Warranty. GS&S warrants that, for a period of 90 days from the date of Substantial Completion (the "Warranty Period"), the installation work shall be free from defects in material, manufacture and workmanship. Equipment and/or parts are not warranted by GS&S and have such warranties as may be extended by the respective manufacturer. If such defect in the installation work is discovered within the Warranty Period, GS&S will correct the defect or furnish replacement equipment (or, at its option, parts therefore) and labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatever shall attach to GS&S until said equipment and Services have been paid for in full and then said liability shall be limited to GS&S’s cost to correct the defective equipment or work and/or the purchase price of the equipment shown to be defective. GS&S warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by GS&S, improper operation, or normal wear and tear under normal usage.

The WARRIOR AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE.

20. Insurance. GS&S agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of Insurance evidencing the following coverage:

- **Commercial General Liability:** $1,000,000 per occurrence
- **Auto Liability:** $1,000,000
- **Workers Compensation:**
- **Statutory Limits**

If Customer has requested to be named as an additional insured under GS&S’s insurance policy, GS&S will do so but only to the extent of GS&S’s Indemnity assumed under the indemnity provision contained herein. GS&S does not waive any rights of subrogation.

21. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York. Any dispute arising under or relating to this Agreement is that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in New York State. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent GS&S is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of GS&S. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer’s permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.
PROPOSAL #18903

TO:  
1615 Amherst Manor Dr. 
Williamsville, NY 14221

DATE: July 9, 2014

ATTN: Eric Guzdek

DELIVERY TERMS: F.O.B. Ship Point

PROJECT: North Munters repair parts

ESTIMATED DELIVERY: As Required

TERMS OF PAYMENT: Net 30 days

WE ARE PLEASED TO PROPOSE THE FOLLOWING TRANE SERVICES:

Supply the follow replacement parts for the North Munters unit:

- (1) motor
- (1) contactor
- (1) overload heater

NOTES:
- Installation by others.
- Prices do not include removal or disposal of hazardous waste and/or hazardous materials. This includes, but is not limited to oil and asbestos.
- Prices do not include shipping & handling, or applicable taxes.
- Prices listed are valid for 30 days from the proposal date.

TOTAL NET PRICE: $814.00

Respectfully submitted,
Joseph P. Goungo
LEED® AP
Existing Building Services

Accepted By: ____________________________
Date: __________________________________
PO#: ________________________________

In addition to this, attached you will find our standard terms and conditions.
1. Acceptance. These terms and conditions are an integral part of GS&S’ offer and form the basis of any agreement (the “Agreement”) resulting from GS&S’ proposal (the “Proposal”) for the work described (the “Work”). The proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized representative of the party (“Customer”) delivered to GS&S within thirty days from date of the Proposal. If Customer’s offer is accepted by GS&S at the proposal without the addition of any other terms and conditions or sale or any other modification, this document shall be treated solely as an acknowledgment of such order. If Customer’s order is expressly conditioned upon GS&S’ acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by GS&S with these terms and conditions attached or referenced serves as GS&S’ notice of objection to Customer’s terms and as GS&S’ counter-offer to provide work in accordance with scopes and terms and conditions of the proposal. If Customer does not reject or object in writing to GS&S within ten days, GS&S’ counter-offer will be deemed accepted. Customer’s acceptance of goods and/or Work by GS&S will in any event constitute an acceptance by Customer of these terms and conditions. This Agreement is subject to credit approval by GS&S. Upon disapproval of credit, GS&S may delay or suspend performance or, at its option, require provisional charges and or terms and conditions with Customer. If GS&S and Company is unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by GS&S to the date cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material identified by GS&S for this Project. Payment is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax exempt status. Equipment sold on an uninstalled basis and any taxable labor does not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at GS&S’ option, the order will be cancelled. Any delay in shipment caused by Customer’s actions will subject prices to increase equal to the percentage increase in labor prices during that period of delay and GS&S may charge Customer with incurred storage fees.

3. Exclusions from Work. GS&S obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall GS&S be required to perform work GS&S reasonably believes is outside of the defined Work without a written change order signed by Customer and GS&S.

4. Performance. GS&S shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time GS&S performs the Work. GS&S may refuse to perform any Work where working conditions are endangering property or put at risk the safety of persons. Unless otherwise agreed to by Customer, GS&S shall not be liable for any Form of water or other natural occurrence or related conditions prior to or after the Work begins. Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment Terms. Customer shall pay GS&S invoices within not more than (30) days of invoice date. GS&S may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed off-site or off-site. No payment shall be withheld from any payment unless expressly agreed in writing by GS&S, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, GS&S may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to GS&S for all reasonable shutdown, standby and startup costs as a result of the suspension. GS&S reserves the right to add to any account costs exceeding (10%) in excess of 30 days, any principal amount due at the end of each month Customer shall pay all costs (including attorneys’ fees) incurred by GS&S in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, GS&S will provide appropriate lien waivers upon receipt of payment.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of GS&S, all dates provided by GS&S or its representatives for commencement, progress or completion are estimates only. While GS&S shall use commercially reasonable efforts to meet such estimated dates, GS&S shall not be responsible for any damages for its failure to do so.

7. Access. GS&S and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by GS&S acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. GS&S’ access to correct any emergency condition shall not be restricted.

8. Completion. Notwithstanding any other term or condition herein, when GS&S informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of GS&S’ representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as GS&S informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days of the date when GS&S informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within ten (10) days of the date when GS&S informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when GS&S informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

9. Permits and Governmental Fees. GS&S shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from GS&S’ subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupation of permanent structures and for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections is not included in the Proposal, GS&S will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to GS&S all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if GS&S encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the Work, GS&S shall notify Customer of such conditions promptly and, prior to significantly disturbing same. If such conditions differ materially and cause an increase in GS&S’ cost of, or time required for, performance or any part of the Work, GS&S shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. GS&S is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungi. GS&S is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungi. GS&S shall not be liable to GS&S for all reasonable shutdown, standby and startup costs as a result of the suspension. GS&S reserves the right to add to any account costs exceeding (10%) in excess of 30 days, any principal amount due at the end of each month Customer shall pay all costs (including attorneys’ fees) incurred by GS&S in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, GS&S will provide appropriate lien waivers upon receipt of payment.

13. Asbestos and Hazardous Materials. GS&S and other service and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl (“PCB”), or other hazardous materials (hereinafter, collectively, “Hazardous Materials”). Customer warrants and represents that, except as set forth in a writing signed by GS&S, there are no Hazardous Materials on the Work site that will in any way affect GS&S and Customer has disclosed to GS&S the existence and location of any Hazardous Materials in
11.R.1.a

all areas within which GS&S will be performing the Work. Should GS&S become aware of or suspect the presence of Hazardous Materials, GS&S may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to remediate the area in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by GS&S. GS&S shall be required to assume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall GS&S be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. GS&S’s duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If GS&S shall be unable to carry out any material obligation under this Agreement due to any Event of Force Majeure, this Agreement shall not be subject to anyGS&S’s obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay GS&S for all parts of the Work furnished to the date of termination. An *Event of Force Majeure* shall mean any cause or event beyond the control of GS&S. Without limiting the foregoing, “Event of Force Majeure” includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor disputes; labor or materials shortages; shortages of natural gas; emergency by order or suspensions of performance by (whether valid or invalid), and action or non-action by or in inability to obtain or keep in force the necessary governmental authorities, permits, licenses, certificates or approvals if not caused by GS&S, and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer’s Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give GS&S the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to GS&S for all Work furnished to date and all damages sustained by GS&S (including lost profit and overhead): (1) Any failure by GS&S to pay amounts due; (2) any general assignment by Customer to the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interest of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

16. Indemnification. To the maximum extent permitted by law, GS&S and Customer shall indemnify and hold each other harmless from any and all actions, costs, expenses, damages and liabilities, including reasonable attorneys’ fees, resulting from death or bodily injury or damage to tangible physical property of the other, to the extent arising out of or resulting from the negligence of their respective employees or other authorized agents in connection with the Premises. However, neither party shall indemnify the other against actions, claims, expenses, damages, and liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault hereunder, then any obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions which occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. IN NO EVENT SHALL GS&S BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROSAL, GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

18. Patent Indemnity. GS&S shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by GS&S and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement. GS&S shall promptly notify and give full opportunity to negotiate a settlement. GS&S does not warrant against infringement by reason of Customer’s design of the articles purchased hereunder or in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with GS&S. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Warranty. GS&S warrants that, for a period of 90 days from the date of Substantial Completion (the “Warranty Period”), the installation work shall be free from defects in material, manufacture and workmanship. Equipment and/or parts are not warranted by GS&S and have such warranties as may be extended by the respective manufacturer. If such defect in the installation work is discovered within the Warranty Period, GS&S will correct the defect or furnish replacement equipment (at its option, parts therefore) and labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatever shall attach to GS&S until said equipment and Services have been paid for in full and then said liability shall be limited to GS&S cost to correct the defective equipment or work and/or the purchase price of the equipment shown to be defective. GS&S warrants expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications, or repairs not performed by GS&S, improper operation, or normal wear and tear under normal usage.

THE WARRANTIES AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE.

20. Insurance. GS&S agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of Insurance evidencing the following coverage:

- Commercial General Liability $1,000,000 per occurrence
- Automobile Liability $1,000,000
- Workers Compensation Statutory Limits

If Customer has requested to be named as an additional insured under GS&S’s insurance policy, GS&S will do so but only to the extent of GS&S’s indemnity assumed under the indemnity provision contained herein. GS&S does not waive any rights of subrogation.

21. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in New York State. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be assigned by either party, nor terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent GS&S is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part thereof, or its right, title or interest herein, without the written consent of GS&S. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer’s permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

Gerster Sales & Service, Inc.
dba Gerster Trane
STC-QUO Rev 7 1011
Superseded Rev 6 0011 (T1011)
PROPOSAL #18808

TO: 
1615 Amherst Manor Dr. 
Williamsville, NY 14221

DATE: June 16, 2014

ATTN: Eric Guzdek

DELIVERY TERMS: F.O.B. Ship Point

PROJECT: Oil Separators

ESTIMATED DELIVERY: As Required

WE ARE PLEASED TO PROPOSE THE FOLLOWING TRANE SERVICES:

Supply six (6) new oil separator elements and gaskets for the chiller compressors.

NOTES:
• Installation separate.
• Prices do not include removal or disposal of hazardous waste and/or hazardous materials. This includes, but is not limited to oil and asbestos.
• Prices do not include shipping & handling, or applicable taxes.
• Prices listed are valid for 30 days from the proposal date.

TOTAL NET PRICE: $2,834.58

Respectfully submitted,
Joseph P. Goungo
LEED® AP
Existing Building Services

Accepted By: ____________________________
Date: ____________________________

PO#: ____________________________

In addition to this, attached you will find our standard terms and conditions.
1. Acceptance. These terms and conditions are an integral part of G&S’S offer and form the basis of any agreement (the ‘Agreement’) resulting from G&S’S offer (the ‘Proposal’) for the work described (the ‘Work’). The proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (‘Customer’) delivered to G&S within thirty days from date of the Proposal. If Customer’s order is made and G&S agrees to the proposal, in addition of any other terms and conditions or sale or any other modification, this document shall be treated solely as an acknowledgment of such order. If Customer’s order is expressly conditioned upon G&S’S acceptance or assent to terms and conditions other than those expressed herein, return of such order by G&S with these terms and conditions attached or referenced serves as G&S’S notice of objection to Customer’s terms and as G&S’S counter-offer to provide work in accordance with scope and terms and conditions of the proposal. If Customer does not reject or object in writing to G&S within ten days, G&S’S counter-offer will be deemed accepted. Customer’s acceptance of goods and/or Work by G&S will in any event constitute an acceptance by Customer of these terms and conditions. This Agreement is subject to credit approval by G&S. Upon disapproval of credit, G&S may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If G&S and Company is unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by G&S up to the date cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by G&S. Tax exemption is contingent upon Customer furnishing G&S with a certificate evidencing Customer’s tax exempt status. Equipment sold on an installed basis and any taxable labor does not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt, prices will be increased a 3% annually for each month beyond the thirtieth day from order receipt and until the date of receipt of such release. If such release is not received within 30 days, the order will be cancelled. Any delay in shipment caused by Customer’s actions will subject prices to increase equal to the percentage increases in list prices during that period of delay and G&S may charge Customer for incurred storage fees.

3. Exclusions from Work. G&S’S obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code. No event shall G&S be required to perform work G&S reasonably believes is outside of the defined Work without a written change order signed by Customer and G&S.

4. Performance. G&S shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time G&S performs the Work. G&S may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed by Customer and agreed to in writing by G&S, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, G&S may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to G&S for all reasonable shutdown, standby and startup costs as a result of the suspension. G&S reserves the right to demand that any account remain within 30 days of due date to amount of 10% of the principal amount due at the end of each month Customer shall pay all costs (including attorneys’ fees) incurred by G&S in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, G&S will provide appropriate lien waivers upon receipt of payment.

5. Payment Terms. Customer shall pay G&S invoices within net thirty (30) days of invoice date. G&S may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed by G&S, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, G&S may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to G&S for all reasonable shutdown, standby and startup costs as a result of the suspension. G&S reserves the right to demand that any account remain within 30 days of due date to amount of 10% of the principal amount due at the end of each month Customer shall pay all costs (including attorneys’ fees) incurred by G&S in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, G&S will provide appropriate lien waivers upon receipt of payment.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of G&S, all dates provided by G&S or its representatives for commencement, progress or completion are estimates only. While G&S shall use commercially reasonable efforts to meet such estimated dates, G&S shall not be responsible for any damages for its failure to do so.

7. Access. G&S and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by G&S acceptable to the Work site owner or tenant for the performance of the Work, including sufficient access for staging, mobilization, and storage. G&S’S access to correct any emergency condition shall not be restricted.

8. Completion. Notwithstanding any other term or condition herein, when G&S informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of G&S’S representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as possible. G&S informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when G&S informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when G&S informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date from date when G&S informs Customer that the Work, or the excepted items, if applicable, has been completed.

9. Permits and Governmental Fees. G&S shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from G&S’S subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, G&S will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to G&S all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if G&S encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and class contemplated by this Work, G&S shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in G&S’S cost of, or time required for, performance or any part of the Work, G&S shall be entitled to, and Customer shall consent to Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. G&S is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date; of this Agreement (‘Pre-Existing Conditions’), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungi. G&S is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date; of this Agreement (‘Pre-Existing Conditions’), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungi.

13. Asbestos and Hazardous Materials. G&S and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl (‘PCB’), or other hazardous materials (hereinafter, collectively, ‘Hazardous Materials’). Customer warrants and represents that, except as provided in a written agreement by G&S, there are no Hazardous Materials on the Work site that will in any way affect G&S’S Work and Customer has disclosed to G&S’S the existence and location of any Hazardous Materials in
all areas within which GS&S will be performing the Work. Should GS&S become aware of or suspect the presence of Hazardous Materials, GS&S may immediately stop work in the affected areas and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by GS&S. GS&S shall be required to reimburse performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall GS&S be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. GS&S's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If GS&S shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at GS&S's election (i) remain in effect but GS&S's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay GS&S for all parts of the Work furnished to the date of termination. An 'Event of Force Majeure' shall mean any cause or event beyond the control of GS&S. Without limiting the foregoing, 'Event of Force Majeure' includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic; insurrections, riots; labor disputes; labor or material shortage; natural catastrophe; restorations beyond the control of GS&S (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by GS&S; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give GS&S the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to GS&S for all Work furnished to date and all damages sustained by GS&S (including lost profit and overhead); (1) Any failure by Customer to pay amounts when due or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interest of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

16. Indemnification. To the maximum extent permitted by law, GS&S and Customer shall indemnify and hold each other harmless from any and all actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to tangible physical property of the other, to the extent arising out of or resulting from the negligence of their respective employees or other authorized agents in connection with the Premises. However, neither party shall indemnify the other against actions, costs, expenses, damages, and liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault hereunder, then any obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions which occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. IN NO EVENT SHALL GS&S BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

18. Patent Indemnity. GS&S shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by GS&S and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, GS&S shall promptly be notified and given full opportunity to negotiate a settlement. GS&S does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with GS&S. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel of their own expense.

19. Warranty. GS&S warrants that, for a period of 90 days from the date of Substantial Completion (the "Warranty Period"), the installation work shall be free from defects in material, manufacture and workmanship. Equipment and/or parts are not warranted by GS&S and have such warranties as may be extended by the respective manufacturer. If such defect in the installation work is discovered within the Warranty Period, GS&S will correct the defect or furnish replacement equipment (or, at its option, parts therefore) and labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatever shall attach to GS&S until said equipment and Services have been paid for in full and then said liability shall be limited to GS&S's cost to correct the defective equipment or work and/or the purchase price of the equipment shown to be defective. GS&S warranties expressly exclude any benefit for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by GS&S, improper operation, or normal wear and tear under normal usage. THE WARRANTIES AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE.

20. Insurance. GS&S agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of Insurance evidencing the following coverage:

- Commercial General Liability $1,000,000 per occurrence
- Automobile Liability $1,000,000
- Workers Compensation Statutory Limits

If Customer has requested to be named as an additional insured under GS&S's insurance policy, GS&S will do so but only to the extent of GS&S's indemnity assumed under the indemnity provision contained herein. GS&S does not waive any rights of subrogation.

21. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in New York State. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be assigned, transferred, or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent GS&S is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of GS&S. Subject to the foregoing, this Agreement shall be binding upon and to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all such counterparts together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.
Guzdek, Eric

From: Mike Sciandra [msciandra@wdanforth.com]
Sent: Monday, September 15, 2014 1:51 PM
To: Guzdek, Eric
Subject: QUOTES

P04030030C MOTOR $1120.00
P02100011 CONTACTOR $529.50
P0220003 OVERLOAD $874.50
P00207201 TIMING RELAY $106.50
BAC SOLONOID VALVE ASY $686.21
ELEMENTS $212.50 EACH XG = $1275.00

Mike Sciandra
Client Solutions - Service Account Manager

300 Colvin Woods Parkway
Tonawanda, NY 14150
Office 716-832-1940 ext.2241
Mobile 716-247-7268

9/15/2014
FORGOT GASKETS FOR ELEMENTS $63.75 EACH X 6 = $382.50
PLUS TAX AND SHIPPING IF APPLICABLE.

Mike Sciandra
Client Solutions - Service Account Manager

300 Colvin Woods Parkway
Tonawanda, NY 14150
Office 716-832-1940 ext.2243
Mobile 716-247-7268
RESOLUTION 2014-1088

Permission to Auction Vehicles

Authorize the sale of the following Youth & Recreation Department vehicles (all in non-working or extremely poor condition) through Auctions International:

1998 Chevrolet c1500 vin# 1GCEC14W5W2195325
1998 Chevrolet c1500 vin# 1GCEC14W7W2194919
1995 Ford F-Superduty vin# 1FDLF47F35EA42869
1997 Chevrolet 2500 (with plow) vin# 1GCGKZ4RIVE227530
1995 Ford F- Superduty vin# 1FDLF47FXSEA23381

10/06/2014
Consent

FINANCIAL IMPACT:
Any proceeds will be used to offset the cost of purchasing a 2011 Ford Escape from the Building Department.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
RESOLUTION 2014-1089

Toro NSN Service Agreement and Extended Warranty

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Toro NSN for computer support of the irrigation system at the Audubon Golf Course. Also authorize a waiver of the town's insurance requirement as this is a technical support contract only and the vendor will never set foot on town property.

10/06/2014
Consent

FINANCIAL IMPACT:
A 7250.4110 - $7,669.00

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
TORO NSN.

Classic 36 Renewal Lump-Sum Payment Service Agreement and Extended Warranty

Toro National Support Network (TORO NSN) provides a dedicated and accessible resource for software support and Toro central control system troubleshooting, problem solving and system operation assistance. TORO NSN provides extended warranties on the Toro central computer system and Toro components in the central control system (Narrow Band Base Station, CRU, DIU, FIU, HHRI, Gateway, and PRISM®)(Note: People Finder, and Wide Band Base Stations will be covered until December 31, 2012 based on the FCC mandate that users of 25kHz radio systems migrate to Narrow band 12.5 kHz channels by January 1, 2013). TORO NSN wishes to establish continuity in its relationships with the highest level of customer satisfaction possible. This Classic 36 Renewal Service Agreement and Extended Warranty (Agreement) is a legal agreement between The Toro Company, represented by its division Toro National Support Network (hereinafter referred to as “TORO NSN”) and TOWN OF AMHERST’S AUDUBON GOLF COURSE (Customer) and becomes effective upon receipt of the payment due at the TORO NSN office. In the case of customers with existing Agreements, this Agreement becomes effective upon receipt of the payment and the expiration or cancellation of your existing Agreement. In consideration for Customer’s payment of all applicable fees, TORO NSN shall provide the following:

I. HARDWARE

TORO NSN, pursuant to this Agreement with the Customer shall provide the Customer one standard computer system that meets or exceeds the specifications described in Attachment A of this Agreement.

II. SOFTWARE

TORO NSN, pursuant to this Agreement with the Customer shall provide the Customer the software that meets or exceeds the specifications described in Attachment A of this Agreement.

III. TORO NSN WARRANTY

A. HARDWARE

TORO NSN, pursuant to this Agreement with the Customer warrants to the Customer the TORO central computer system and TORO components in the central control system (i.e. Narrow Band Base Station, CRU, DIU, FIU, HHRI, Gateway, and PRISM®)(collectively referred to as "Hardware") against defects in material and workmanship for a period described below, provided such hardware is used according to recommended specifications. (Note: People Finder, and Wide Band Base Stations will be covered until December 31, 2012 based on the FCC mandate that users of 25kHz radio systems migrate to Narrow band 12.5 kHz channels by January 1, 2013).

During the warranty period, TORO NSN will repair or replace at TORO NSN option, any part found to be defective. The Customer’s remedy is limited solely to the replacement or repair of defective parts.

This warranty does not apply (i) to acts of God (e.g. earthquakes, flooding, lightning, etc.); (ii) to non-TORO additional hardware; (iii) to hardware installed by anyone other than TORO NSN or its designated agent; (iv) to hardware that is used in any manner contrary to TORO NSN specifications and instructions; (v) to hardware that is altered or modified; (vi) to damage caused by fire or losses incurred due to theft; (vii) to consumable items such as printer cartridges, disks, cd caddies, etc.

Components or hardware added by TORO NSN at the Customer’s request that are not part of the published TORO central computer system specifications are covered by manufacturer’s warranty only. In the event a replacement component must be shipped, the Customer will receive original standard components until the non-standard component can be repaired or replaced by the manufacturer. Any costs associated with the repair or replacement of a non-standard component will be the responsibility of the Customer.

Unlimited Toll-Free Support Monday – Friday 6:00 a.m. – 6:00 p.m. Central Time at 1-800-275-8676 (1-800-ASK-TORO)

Operated during the hours of 6:00 a.m. through 6:00 p.m. Central Time, the toll-free help line is available to assist with questions or issues relating to the operation of the TORO central control system. Issues which cannot be
diagnosed will be referred to the appropriate Toro technical or distributor staff. The precise service hours are dictated by support call demand and are subject to change accordingly without notice.

After-hours On-call Support Technician
Emergency support is available after-hours and on weekends and holidays through the TORO NSN paging system by calling 1-800-275-8676 (1-800-ASK-TORO) and following the instructions.

"Minimum Down-Time" Commitment
In the event that a warranty component must be replaced under this Agreement, the support technician logging the call from the Customer will arrange to place a replacement component with a third-party courier for delivery on the next shipping day if the call is received by 1:00 p.m. Central Time. All calls received after this time, calls received on days when volume of replacement components is high, or calls received on weekends and holidays are not guaranteed for overnight delivery, but will receive priority handling the next business day. Shipment whose destinations are beyond the borders of the continental United States cannot be guaranteed overnight delivery based on varying turnaround times associated with customs. Allow a minimum of 48-hours in these cases. TORO NSN assumes no responsibility for the delivery guarantees of the overnight courier, and is not responsible for delays after the package is in transit. Customer agrees to return the replaced component to TORO NSN within seven business days.

Warranty Period
Three Years, effective upon receipt of the payment due at the TORO NSN office. In the case of customers with existing Agreements, this Agreement becomes effective upon receipt of the payment and the expiration or cancellation of your existing Agreement.

B. SOFTWARE
The applicable SitePro Software Warranty is set forth in the End User License Agreement ("EULA") and is hereby incorporated by reference into this Agreement. Non-Toro Software applications provided with this Agreement are warranted exclusively by their respective manufacturers.

C. DISCLAIMER
TORO NSN DISCLAIMS ALL OTHER WARRANTIES IN CONNECTION THEREWITH, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS GIVEN THAT THE HARDWARE AND SOFTWARE WILL MEET CUSTOMER REQUIREMENTS, OR THAT USE OF THE HARDWARE OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT WILL TORO NSN BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, GENERAL OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE THAT MAY ARISE IN CONNECTION WITH THE USE OR INABILITY TO USE THE HARDWARE OR SOFTWARE. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF ANY IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO ALL CUSTOMERS. THE EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE, AT TORO NSN'S OPTION, EITHER REPAIR OR REPLACEMENT OF THE HARDWARE OR PORTIONS THEREOF IF DEFECTIVE. THIS AGREEMENT DOES NOT COVER DAMAGE SUSTAINED TO THE SYSTEM AS A RESULT OF OWNER/OPERATOR NEGLIGENCE, ELECTRICAL POWER INTERRUPTION, LIGHTNING, FIRE, THEFT OR ACTS OF GOD.

IV. SUPPORT SERVICES
In consideration for Customer's payment of all applicable fees, TORO NSN shall provide the Support Services described below ("Support Services"). TORO NSN will make Support Services available for all Hardware and Software provided by TORO NSN to the Customer during the term of this Agreement.

Unlimited Toll-Free Support Monday – Friday 6:00 a.m. – 6:00 p.m. Central Time at 1-800-275-8676 (1-800-ASK-TORO)
Operated during the hours of 6:00 a.m. through 6:00 p.m. Central Time, the toll-free help line is available to assist with questions or issues relating to the operation of the TORO central control system. Issues which cannot be diagnosed, will be referred to the appropriate Toro technical or distributor staff. The precise service hours are dictated by support call demand and are subject to change accordingly without notice.
After-hours On-call Support Technician
Emergency support is available after-hours and on weekends and holidays through the TORO NSN paging system by calling 1-800-275-8676 (1-800-ASK-TORO) and following the instructions.

Remote System Diagnostics
The TORO central control system covered by this Agreement is equipped with tools the TORO NSN support technician can use to remotely perform diagnostic checks. The decision to utilize these tools is at the sole discretion of the support technician.

Future TORO Software
During the term of this Agreement, Customer will receive TORO software service packs (Software fixes for recognized issues) at no charge should such service packs become available. Additionally, Customer will receive a preferred discount on all future TORO central control system enhancement modules (Software enhancements that deliver additional functionality or support new irrigation products) should such modules become available.

Operating System Software
Successive operating system and computer software releases (in development at the time of issuance of this Agreement or to be developed at a later date) by Microsoft or other manufacturers and subscriptions for other software applications are not provided as a part of any extended warranty or agreement available through TORO NSN.

TORO NSN Training
TORO NSN, pursuant to this Agreement with the Customer shall provide one attendance at a TORO NSN two-day regional training class to be used during the term of this Agreement; however hotel accommodations and travel are the responsibility of the Customer.

Term of Support Services
Three Years, effective upon receipt of the payment due at the TORO NSN office. In the case of customers with existing Agreements, this Agreement becomes effective upon receipt of the payment and the expiration or cancellation of your existing Agreement.

V. FINANCIAL TERMS

Financial Terms
The Customer, pursuant to this Agreement with TORO NSN agrees to the following Financial Terms. If mandated by taxing authorities, TORO NSN must collect sales tax on the full amount of the Hardware and Software provided by this Agreement upon the effective date. The Support Service portion of this Agreement will be taxed if state-mandated. Import/duty fees or currency conversions are the Customer's responsibility; all amounts quoted and payable in U.S. dollars.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump-sum Fee</td>
<td>$7,669.00</td>
</tr>
<tr>
<td>Hardware/Software</td>
<td>$3,133.00</td>
</tr>
<tr>
<td>Support Services</td>
<td>$4,536.00</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Amount Payable to TORO NSN</strong></td>
<td><strong>$7,669.00</strong></td>
</tr>
</tbody>
</table>

VI. GENERAL

Modification
This Agreement comprises the entire Agreement between TORO NSN and the Customer with respect to Support Services and Warranties. There is no other agreement. Any change in this Agreement must be in writing and signed by the Customer and TORO NSN.
Termination
This Agreement shall terminate upon the end of the term of this Agreement or upon failure to return replaced components pursuant to the terms of this Agreement. Customer may renew this Agreement (pay to extend the warranty and support period) at any time before its expiration by contacting the TORO NSN Sales Department at 1-888-676-8676 Option 1 or 4.

Indemnity
The Customer will indemnify TORO NSN from all claims, losses and costs arising out of the use or condition of the TORO central control system during the term of this Agreement. Customer is solely responsible for any failure of the product which results from accident, abuse, misapplication or alteration of the product, and TORO NSN assumes no liability as to consequences of such events under the terms of this Agreement. TORO NSN does not provide property and/or liability insurance.

General
Except as otherwise provided by the law where the Customer resides, the law that will apply to this Agreement is the law of the state where TORO NSN's place of business is located. If that law does not allow any of the provisions in this Agreement, the ones that are not allowed will be void. The rest of this Agreement will still be valid.

An authorized representative of the Customer must sign this Agreement and return it to TORO NSN:

Mailing: TORO NSN Sales Department
P. O. Box 3339
Abilene, Texas 79604-3339

Shipping: TORO NSN Sales Department
500 Chestnut, Suite 400
Abilene, Texas 79602

Phone: 1-888-676-8676, press 1 or 4 for Sales
325-673-8765 (Fax)

This Agreement will take effect upon receipt of the payment due at the TORO NSN office. In the case of customers with existing Agreements, this Agreement becomes effective upon receipt of the payment and the expiration or cancellation of your existing Agreement.

TORO NSN Authorized Representative (Signature)
CORY PATTERSON, CUSTOMER RESOURCE ASSOC.
TORO NSN Authorized Representative (Printed Name & Title)

TORO NSN Installation Name (Printed)
June 20, 2014
Date

Customer Authorized Representative (Signature)
Customer Authorized Representative (Printed Name & Title)
TOWN OF AMHERST'S AUBURN GOLF COURSE
Installation Name (Printed)

Date

As the authorized Customer Representative signed above, permission (please indicate your choice by initialing) is ____ is not ____ granted to TORO NSN to contact Customer whether directly or electronically (phone, fax and/or email) regarding its products and services (such as tech tips, renewal information, newsletters, etc.). This permission can be revoked by contacting TORO NSN.

F03-0060 Rev. H 08/10/2011 (EO5035666)
## ATTACHMENT A

### COMPUTER SPECIFICATIONS FOR RENEWAL PLANS

<table>
<thead>
<tr>
<th>COMPONENTS</th>
<th>STANDARD</th>
<th>PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Processor / Motherboard</strong></td>
<td>Intel® Core i5 (3.3 GHz) Bluestar BIB75-AHA ATX System Board LGA1155 socket 1333 MHz Bus</td>
<td>Intel® Core i7 (3.4 GHz) Bluestar BIB75-AHA ATX System Board LGA1155 socket 1333 MHz Bus</td>
</tr>
<tr>
<td><strong>RAM</strong></td>
<td>8.0 GB DDR3 – Dual Channel, 16GB max</td>
<td>16.0 GB DDR3 – Dual Channel, 16GB max</td>
</tr>
<tr>
<td><strong>Audio</strong></td>
<td>Realtek CODEC ALC892-VC, 5.1 channel (integrated) (Support Blue-ray Audio)</td>
<td>Realtek CODEC ALC892-VC, 5.1 channel (integrated) (Support Blue-ray Audio)</td>
</tr>
<tr>
<td><strong>Network Interface</strong></td>
<td>2 - (1) INTEL 82574 (NIC), (1) INTEL 82579 (PHY), 10/100 Mb/s, 1Gb/s auto negotiation (integrated)</td>
<td>2 - (1) INTEL 82574 (NIC), (1) INTEL 82579 (PHY), 10/100 Mb/s, 1Gb/s auto negotiation (integrated)</td>
</tr>
<tr>
<td><strong>Hard Drive</strong></td>
<td>1 TB HHD</td>
<td>1 TB SSSD</td>
</tr>
<tr>
<td><strong>Backup Device/ Media/Software</strong></td>
<td>500 GB Removable Hard Disk 8 GB USB 2.0 Mini Drive Second Copy (License Only)</td>
<td>500 GB Removable Hard Disk 8 GB USB 2.0 Mini Drive Second Copy (License Only)</td>
</tr>
<tr>
<td><strong>Operating System</strong></td>
<td>Windows® 7 Ultimate 64 bit</td>
<td>Windows® 7 Ultimate 64 bit</td>
</tr>
<tr>
<td><strong>Recovery Software</strong></td>
<td>Symantec Ghost</td>
<td>Symantec Ghost</td>
</tr>
<tr>
<td><strong>Antivirus Software</strong></td>
<td>AVAST Anti-Virus (5 year) (License only)</td>
<td>AVAST Anti-Virus (6 year) (License only)</td>
</tr>
<tr>
<td><strong>DVD Decoder</strong></td>
<td>Windows Media Player (DVD Player CODEC)</td>
<td>Windows Media Player (DVD Player CODEC)</td>
</tr>
<tr>
<td><strong>CD/DVD Authoring Software</strong></td>
<td>Windows 7 Ultimate 64 bit</td>
<td>Roxio® Easy Media Creator</td>
</tr>
<tr>
<td><strong>Motherboard Bus Type</strong></td>
<td>(1) PCI-E x 16, (2) PCI-E x1, (1) PCI-E x 4, (3) PCI</td>
<td>(1) PCI-E x 16, (2) PCI-E x1, (1) PCI-E x 4, (3) PCI</td>
</tr>
<tr>
<td><strong>Video/Graphics</strong></td>
<td>2 - (1) Integrated VGA, (1) DVI. INTEL HD Graphics integrated. Supports dual independent displays (Extended mode)</td>
<td>2 - (1) Integrated VGA, (1) DVI. INTEL HD Graphics integrated. Supports dual independent displays (Extended mode)</td>
</tr>
<tr>
<td><strong>Serial (COM) Ports</strong></td>
<td>6 - (2) integrated system board COM port, (4) integrated RS-232 9 pin Single headers</td>
<td>8 - (2) integrated system board COM port, (4) integrated RS-232 9 pin Single headers</td>
</tr>
<tr>
<td><strong>USB Ports</strong></td>
<td>8 - (2) In front, (6) Integrated in back. 2.0</td>
<td>8 - (2) In front, (6) Integrated in back. 2.0</td>
</tr>
<tr>
<td><strong>Case Type</strong></td>
<td>Mid-Tower (5-Bay)</td>
<td>Mid-Tower (5-Bay)</td>
</tr>
<tr>
<td><strong>Speakers</strong></td>
<td>Stereo – On Monitor</td>
<td>Stereo – On Monitor</td>
</tr>
<tr>
<td><strong>Mouse</strong></td>
<td>Microsoft® Compatible Optical Wheel USB</td>
<td>Microsoft® Compatible Optical Wheel USB</td>
</tr>
<tr>
<td><strong>Keyboard</strong></td>
<td>Keytronics USB</td>
<td>Keytronics USB</td>
</tr>
<tr>
<td><strong>Monitor</strong></td>
<td>24” ViewSonic® LED Wide Screen Flat Panel with speakers</td>
<td>32” ViewSonic® LED Wide Screen Flat Panel with speakers</td>
</tr>
<tr>
<td><strong>Battery Backup</strong></td>
<td>EATON/Powerewar 5S1000LCD UPS 1000 (or equivalent)</td>
<td>EATON/Powerewar 5S1500LCD UPS 1500 (or equivalent)</td>
</tr>
<tr>
<td><strong>Printer</strong></td>
<td>Canon PIXMA IP7220 Series</td>
<td>Canon PIXMA IP7220 Series</td>
</tr>
<tr>
<td><strong>Accessory Kit</strong></td>
<td>See Below **</td>
<td>See Below **</td>
</tr>
</tbody>
</table>

**Accessory kit contains: 1 – RS-232 in-line surge protection device, 1 - mouse pad, 1 -USB printer cable, 1 – computer power cord, and any other necessary cables and/or software. This publication supersedes all previous computer specifications for renewal plans and is subject to change without notice."
TORO NSN
PO BOX 3339
ABILENE, TX 79604
TORO SECURE FAX: (325) 673-8765
Tax id: 41-0580470

TOWN OF AMHERST'S AUDUBON GOLF COURSE
450 MAPLE RD
WILLIAMSVILLE, NY 14221

CONTACT: ERIC GUZDEK
PO# N/A

FREIGHT TERMS: FOB SHIPPING POINT

<table>
<thead>
<tr>
<th>PART NUMBER</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>PRICE</th>
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</thead>
<tbody>
<tr>
<td>NSN-CLASSIC36-L</td>
<td>TORO 36 MONTH SERVICE AGREEMENT</td>
<td>1</td>
<td>$7,669.00</td>
</tr>
<tr>
<td></td>
<td>LUMP SUM PAYMENT</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SALES TAX

CURRENT AMOUNT DUE IN US DOLLARS

$7,669.00

YOU CAN PAY WITH CHECK OR YOUR CREDIT CARD

TYPE OF CARD: VISA: _____ M/C: _____ AMEX: _____

CARD NUMBER: _____ _____ _____ _____ EXP. DATE: ____________

BILLING ZIP CODE: ____________ BILLING CITY/STATE: ____________

BILLING ADDRESS:

CARD HOLDER: (PLEASE PRINT) ______________________________________

AMOUNT TO BE CHARGED: __________________________ (IN U.S. DOLLARS*)

*WE CANNOT PROCESS PAYMENTS IN ANY CURRENCY EXCEPT U.S. FUNDS

SIGNATURE OF CARDHOLDER: ______________________________________

BILL THIS SAME CARD FOR MONTHLY PAYMENTS? _____ YES _____ NO (PLEASE INITIAL)

EMAIL ADDRESS OR FAX NUMBER FOR RECEIPT: ________________________

Attachment: Toro NSN (RES-2014-1089 : Toro NSN Service Agreement and Extended Warranty)
Irrigation System Time and Materials

Authorize the Supervisor to sign a time and materials contract with Grassland Equipment & Irrigation Corp. for repair and maintenance of the irrigation systems at the town's golf courses.

10/06/2014
Consent

FINANCIAL IMPACT:
A 7112.4110 and A 7250.4110 - TBD depending on use

RESULT: ADOPTED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
Grassland Equipment & Irrigation - Irrigation Service Contract

Customer Information:

Town of Amherst Youth & Recreation Department
Norhtown Center at Amherst – General Manager
1615 Amherst Manor Drive
Williamsville, NY 14221
Office: 716.631.7132 ext. 7512
Fax: 716.631.7562
Email: eguzdek@amherst.ny.us
Web: www.norhtowncenteratamherst.com

Grassland Equipment & Irrigation Corp. agrees to provide the Town of Amherst with on-site Irrigation System service and support as required and requested by the Town. Services will be invoiced at a rate of $95.00 per on-site labor hour, plus parts at our standard parts pricing. A $75.00 trip charge will be applied to each individual service call. Pricing effective from 7/01/2014 – 6/30/2017.

Invoices will be generated upon completion of the service call. Payment for services will be due on the 10th of the month following the date of invoice.

Acknowledgement:

Kirk H. Pogge, Pres./CEO
For Grassland Equipment & Irrigation Corp.

Customer Acknowledgement:

______________________________
Name

______________________________
Title, Date
Addendum to Contract

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

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.

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 from the negligence, active or passive, of Contractor, its officers, agents, subcontractors, and/or employees.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph 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 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 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:

General and Professional (if applicable) Liability insurance 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.

Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances.

Contractor shall furnish the above insurances, including subcontractors’ insurances, to the Town and shall also name the Town as a primary additional insured in said policies.

(c) 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 and no later than three (3) days after the date of such accident.
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.

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.

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.

This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the Agreement will be held in Erie County, New York.

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 __________. Barry A. Weinstein, M.D., 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. 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:

Grassland Equipment & Irrigation
Print Name of Company
By: Bruce Lee Newman
Signature Corp. Secretary

Bruce Lee Newman
Printed name
Date: 7/21/2014

Agreed to and Accepted by:

Town of Amherst

By: Barry A. Weinstein, M.D., Supervisor
Date: ___________________
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE 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
AURORA, INC.
120 BROADWAY
ALBANY NY 12204
Phone: (518) 449-3190  Fax: 518-449-1182

INSURED
GRASSLAND EQUIPMENT & IRRIGATION CORP
892-988 TROY SCHENECTADY ROAD
LATHAM NY 12110

COVERAGE

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>A GENERAL LIABILITY</td>
<td>CPA0261919</td>
<td>10/15/13</td>
</tr>
<tr>
<td>X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GENL AGGREGATE LIMIT APPLIES PER: POLICY X PROJECT X LOC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B AUTOMOBILE LIABILITY</td>
<td>CAA0264920</td>
<td>10/15/13</td>
</tr>
<tr>
<td>X UMBRELLA LIABILITY OCCUR CLAIMS-MADE</td>
<td>CUA0264922</td>
<td>10/15/13</td>
</tr>
<tr>
<td>DED X RETENTION 10,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y N
(Exempt in NY) 1 yr., described under DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Endorsements Schedule, if more space is required)

The Town of Amherst is named as additional insured on a primary and non contributory basis with respect to named insureds operations as per written contract.

CERTIFICATE HOLDER
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Attention:

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Walter C. Kemp

ACORD 25 (2010/05) © 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD
### Part 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

<table>
<thead>
<tr>
<th>1a. Legal Name and Address of Insured (Use street address only)</th>
<th>1b. Business Telephone Number of Insured (518) 785-5841</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRASSLAND EQUIPMENT &amp; IRRIGATION CORP.</td>
<td>1c. NYS Unemployment Insurance Employer Registration Number of Insured 52-11246</td>
</tr>
<tr>
<td>892-898 TROY SCHENECTADY ROAD</td>
<td>1d. Federal Employer Identification Number of Insured or Social Security Number 14-1460098</td>
</tr>
<tr>
<td>LATHAM, NY 12110</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</th>
<th>3a. Name of Insurance Carrier</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOWN OF AMHERST</td>
<td>MUTUAL OF OMAHA</td>
</tr>
<tr>
<td>5583 MAIN STREET</td>
<td></td>
</tr>
<tr>
<td>WILLIAMSVILLE, NY 14221</td>
<td></td>
</tr>
</tbody>
</table>

| 3b. Policy Number of entity listed in box "1a": GMNYSX007E66-0001 | 3c. Policy effective period: 10/01/2013 to 10/01/2014 |

<table>
<thead>
<tr>
<th>4. Policy covers:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. ☑ All of the employer's employees eligible under the New York Disability Benefits Law</td>
<td></td>
</tr>
<tr>
<td>b. ☐ Only the following class or classes of the employer's employees:</td>
<td></td>
</tr>
</tbody>
</table>

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

Date Signed: 07/18/2014

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

Telephone Number: (914) 591-7111

Title: Disability Administrator

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

If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

### Part 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

State Of New York

Workers' Compensation Board

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

Date Signed: ____________________________

By: ____________________________

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number: ____________________________

Title: ____________________________

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

DB-120.1 (5-06)
CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

POLICYHOLDER
GRASSLANDS EQUIPMENT & IRRIGATION CORP
892-898 TROY-SCHENECTADY ROAD
LATHAM NY 12110

CERTIFICATE HOLDER
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE NY 14221

POLICY NUMBER  Z 1166 276-4  
CERTIFICATE NUMBER  685081  
PERIOD COVERED BY THIS CERTIFICATE  10/01/2012 TO 10/01/2014  
DATE  7/21/2014  

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1166 276-4 UNTIL 10/01/2014, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 10/01/2014 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFEWS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our website at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 252305494
RESOLUTION 2014-1091

Erie County DSS Contract

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Erie County (Department of Social Services) for the purchase of after school childcare services from the Town.

**10/06/2014**
Consent

**FINANCIAL IMPACT:**
A 7145.02070 - revenue to be determined based on enrollment

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>ADOPTED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Guy R. Marlette, Deputy Supervisor</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Steven D. Sanders, Councilmember</td>
</tr>
<tr>
<td>AYES:</td>
<td>Weinstein, Marlette, Manna, Sanders, Popowich</td>
</tr>
</tbody>
</table>
AGREEMENT

BY AND BETWEEN

THE COUNTY OF ERIE THROUGH
THE ERIE COUNTY DEPARTMENT
OF SOCIAL SERVICES

AND

AMHERST YOUTH BOARD SCHOOL
AGE

FOR THE PURCHASE OF

Child Day Care Services
CONTRACT FOR PURCHASE OF CHILD DAY CARE SERVICE

This Contract (also referred to as Agreement) entered into this _______ day of ________________, 2014, by and between the County of Erie through the Erie County Department of Social Services, hereinafter “the Department, with offices at 95 Franklin Street, Buffalo, New York 14202, and Amherst Youth Board School Age hereinafter “the Contractor”, with offices located at Harlem Road Community Center—4255 Harlem Road—Amherst, New York 14226.

WITNESSETH:

WHEREAS, the Department is authorized pursuant to section 410 of the Social Services Law of the State of New York to provide subsidized Child Day Care Services at public expense for eligible children pursuant to criteria established by the New York State Office of Children and Family Services, hereinafter "NYSOCFS" and

WHEREAS, the Contractor herein is authorized to provide Child Day Care Services pursuant to a registration issued by the NYSOCFS; and

WHEREAS, it is both administratively and economically feasible for the Department to contract for these services, and

Now, therefore, the parties hereto do covenant and agree as follows:
1. **ACCOUNTABILITY**

The Contractor shall be fully accountable for its performance hereunder and agrees for itself, its officers and its employees to answer under oath all questions relevant to the performance thereof and to any transaction, act or omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Contract or its performance.

2. **AMENDMENT**

This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

3. **ASSIGNMENT**

The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Contractor shall not subcontract any part of the Services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this
Agreement, all Services performed by a County-approved subcontractor shall be deemed
Work performed by the Contractor and the Contractor shall insure that such subcontracted
work is subject to the material terms and conditions of this Agreement.

4. BACKGROUND CHECKS

The contractor shall conduct a criminal history and State Central Register of Child Abuse
and Maltreatment check for all prospective employees/volunteers as a condition of
retaining persons for the performance of work under this contract or any subcontract
hereunder prior to any employment. Any applicant, volunteer or employee found to be a
registered sex offender will be immediately terminated or their application denied for
employment.

In addition, contractor agrees to conduct the aforesaid history and State Central Register
of Child Abuse and Maltreatment checks for all current and prospective
employees/volunteers periodically throughout the course of their employment with the
contractor. The contractor shall conduct said periodic checks no less than every 18
months for each employee/volunteer performing work under this contract or any
subcontract hereunder.

The aforesaid periodic criminal history and State Central Register of Child Abuse and
Maltreatment checks shall be a prerequisite to potential and continued retention by the
contractor for the performance of work under this contract or any subcontract hereunder.
Therefore, refusal by any applicant for employment/volunteer or present
employee/volunteer to give the required written consent for the release of such
information shall grounds for dismissal or refusal to hire.
5. **CONFIDENTIALITY**

The Contractor represents and agrees to safeguard the confidentiality of all information utilized by or in the possession of the Contractor under this Contract where such information is subject to Federal and State confidentiality statutes and regulations. Any breach of confidentiality by the Contractor, its agents or representatives pursuant to said statutes or regulations shall be cause for immediate termination of this Contract.

6. **CONTRACTOR RESPONSIBILITIES**

1. The Contractor undertakes and agrees to furnish Child Day Care Services to the Department in accordance with the terms of its State-issued registration and in compliance with all pertinent statutes, regulations and standards thereto.

2. The Contractor shall complete and retain for a period of six (6) years, in an accessible, chronologically organized and legible manner, signed Child Day Care agreements covering each child enrolled for Child Day Care Services. These agreements shall include the following:
   
   A. Child Day Care rate;
   
   B. Method of payment;
   
   C. List of services to be provided;
   
   D. Full or part-time care.

   Records of daily Child Day Care attendance and transportation service for these same children are also subject to this requirement.

3. **Contractor shall participate in the NYS Child Care Time and Attendance (CCTA) automated attendance module upon implementation of the system in**
March 2011 and thereafter. The automated attendance module of CCTA is a web-based system and requires the contractor to have a personal computer (PC) with internet capacity that parents can access when children are dropped off and picked up.

4. The total payment by the Department and, if applicable, the fee paid by the parent of the child, shall not exceed the negotiated final child day care rate contained in the Schedule of Maximum Reimbursement Rates attached hereto and made a part hereof, Appendix A, and shall constitute payment in full for child day care services rendered under this Contract.

5. The cost of transportation is included in the negotiated final rate and shall be provided to a child under this Contract to the same extent that it is provided to other purchasers of equal care.

6. Payments made under this Contract shall not exceed the actual cost of such care and shall not exceed the amount to be charged to other purchasers of equal care.

7. The Contractor shall timely submit its claims for payment on a voucher or other forms satisfactory to the Department for the purpose of this Contract. The Contractor shall be responsible for requesting, in writing, a voucher authorizing payment within one hundred-twenty (120) days of the beginning of service delivery in a given case, if such a voucher has not been received by that date.

The Department shall in no event be legally responsible for the payment for any services provided where the Contractor has not requested, in writing,
payment for services within six (6) months of the date that those services were provided.

When the Contractor has received a voucher authorizing payment the Contractor shall review it and return it to the Department for payment as soon as possible. The Department shall in no event be legally responsible for the payment for any services provided where the Contractor returned said voucher to the Department later than sixty (60) days after the issuance of said voucher.

The Department shall in no event be legally responsible to adjust a payment already made where the Contractor has not requested, in writing, an adjustment to that payment within three (3) months of the date that payment was issued by the Department.

7. DEPARTMENT RESPONSIBILITIES

1. The total payment by the Department and, if applicable, the fee paid by the parent of the child, shall not exceed the negotiated final child day care rate contained in the Schedule of Maximum Reimbursement Rates and shall constitute payment in full for child day care services rendered under this Contract.

2. The Department may conduct periodic unscheduled or scheduled on-site reviews of the Contractor's Child Day Care facilities, programs and records as deemed necessary. The purpose of these on-site reviews is to make certain that facilities identified in the contract meet the minimum standards for operation as defined in Part 400 of Title 18 of the "Official compilation of
Codes, Rules and Regulations of the State of New York”, and to insure that all records are accurate, chronologically organized, legible and up to date. The Department need not give the Contractor prior notice of said review.

3. The cost of transportation is included in the negotiated final rate and shall be provided to a child under this Contract to the same extent as to other purchasers of care.

8. EXECUTORY CLAUSE

The contract is executory only to the extent of monies available to the Department for the performance hereof and appropriated therefore and no liability on account thereof shall be incurred by the Department beyond the monies available and appropriated for the purpose thereof.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by the Erie County Legislature.

Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available
funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the “State Budget”) proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

9. **GOVERNING LAW**

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this
Agreement shall be brought in the County of Erie.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

10. **HEADINGS**

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provisions of this Agreement.

11. **HOLIDAY CLOSINGS:** (Check all that apply)

<table>
<thead>
<tr>
<th>☑ NEW YEAR'S DAY</th>
<th>☑ MEMORIAL DAY</th>
<th>☑ VETERAN'S DAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>( ) &amp; DAY AFTER</td>
<td>( )</td>
<td>( )</td>
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</table>

<table>
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<tr>
<th>☑ M.L. KING DAY</th>
<th>☑ INDEPENDENCE DAY</th>
<th>☑ THANKSGIVING</th>
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<tbody>
<tr>
<td>( )</td>
<td>( )</td>
<td>( ) &amp; DAY AFTER</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>☑ GOOD FRIDAY</th>
<th>☑ LABOR DAY</th>
<th>☑ CHRISTMAS DAY</th>
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</thead>
<tbody>
<tr>
<td>( )</td>
<td>( )</td>
<td>( ) &amp; DAY AFTER</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>☑ PRESIDENTS DAY</th>
<th>☑ COLUMBUS DAY</th>
<th>☑ ELECTION DAY</th>
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<td>( )</td>
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<tr>
<th>( ) OTHER (Please Specify)</th>
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</table>
12. **INDEMNIFICATION**

The Contractor agrees:

a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Contractor shall indemnify and hold harmless the County and New York State, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney’s fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and

b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

13. **INDEPENDENT CONTRACTOR**

The Contractor and the County agree that the Contractor and its officers, employees, agents, contractors, subcontractors, and/or consultants are independent contractors and not employees of the County or any department, agency, or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof, and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State of New York or the Department, including but not limited to Worker's Compensation coverage or retirement membership or credits.
14. **INSURANCE**

The Contractor agrees to procure and to maintain in force, for the duration of this Contract, such insurance naming the County of Erie as an additional insured, as is determined appropriate by the Department for the purpose of this Contract. Such coverage must be identified and entered upon the County Standard Insurance Certificate or its acceptable substitute and signed by the Contractor's insurance company, agent or broker, which shall be subject to approval by the County Department of Law and upon approval, shall be attached to and become part of the Contract.

15. **LAWS APPLICABLE**

The Contractor agrees to comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and other employed to render the Services hereunder.

16. **NON-DISCRIMINATION**

The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws during the term of or in connection with this Agreement.

17. **NON-REIMBURSABLE SERVICES**

The Contractor certifies that the services being contracted are not otherwise available from
the Contractor on a non-reimbursable basis.

18. **PAYMENT**

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Contractor for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Any and all requests for payment to be made shall be submitted by the Contractor in the manner described by the Department. In no event shall final payment be made to the Contractor prior to completion of all Work and the approval of same by the Commissioner. The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Services, unless specific additional charges are expressly permitted under this Agreement.

19. **PAYMENT FOR TEMPORARY ABSENCE:**

The Department shall pay the Contractor for child day care services for children who are temporarily absent from the Contractor due to illness or extraordinary circumstances at the rate contained in this contract for:

1. No more than twelve (12) days due to illness in any one (1) calendar month and said absences may total no more than twelve (12) days in any one calendar quarter. Contractor can bill for and receive payment for no more than 12 absences in each 3 month calendar quarter. (Calendar quarters are: Jan-March; April-June; July-Sept; Oct-Dec). Absences must be verified by a statement signed by a parent/guardian. Verification must be maintained by the vendor and available to the Department upon request. Unused sick days may not be credited.
2. Where there are extenuating circumstances as defined in subparagraph 4. below, no more than fifteen (15) days in any one (1) calendar month and said absences may total no more than twenty (20) days in any one calendar quarter as defined in subparagraph 1. above.

3. Temporary absences in excess of the limitations established in subparagraph 2. above will be permitted only when the Department and the NYSOCFS expressly consent in writing to such payment.

4. Extenuating circumstance means a situation or occurrence, verified by the Department and noted in the child's services plan, in which a child is temporarily absent from child care for one of more of the following reasons:
   a. it is necessary for the child to appear in court or keep other appointments related to the provision of preventive, foster care, adoption, or child protective services, or other needs as set forth in the child's services plan; or
   b. the child is ill, has a handicapping or other condition which requires medical care, or requires other medical care and or treatment; or
   c. the child's family is homeless, and the homelessness necessitates the child's absence from child day care or approved child care.

5. The Contractor shall timely submit claims for temporary absences to the Department on such forms and in such manner as the Department prescribes.

6. The Contractor certifies that it requires the parents whose child day care costs are not paid by or subsidized by the Department to make payments for days when their children are absent from care.
20. **PROCUREMENT**

This is a procurement contract with Erie County through the Erie County Department of Social Services, paid for in whole or in part with Federal funds. The vendor is not considered to be a subrecipient of Federal assistance funds for the purpose of OMB Circular A-128 and A-133.

21. **RECORDS**

1. The Contractor agrees to keep and upon request, make available to the Department, the Erie County Comptroller, the NYSOCFS and Federal personnel when Federal funds are being utilized, any and all books, records, documents, and other evidence and records of the funds paid to it and the services performed by it hereunder.

2. The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at a time prescribed by and on forms furnished by the Department.

3. The Contractor agrees to retain any and all books, records and other documents relevant to this Contract for six (6) years after the final payment for said services and said materials shall be subject to audit at any time during said six (6) year period.

22. **TERM**

1. **This Contract shall run from the first day of September, 2014 through the last day of August, 2015.**

2. The parties hereto agree to renegotiate this Contract in the event that the Department of Health and Human Services, and/or the NYSOCFS issue
IN WITNESS whereof, the parties have executed this Contract on the day and year first herein written.

APPROVED AS TO CONTENT:  

ECDSS Program Area  

DATE: __________________________  

APPROVED AS TO FORM:  

ECDSS Office of Counsel  

ECDSS Attorney  

DATE: __________________________  

FOR THE CONTRACTOR:  

TITLE:  

SIGNATURE  

STATE OF NEW YORK)  
COUNTY OF ERIE  

\( \checkmark \) On this ___ day of __________, 201_, before me personally came __________________________, to me known, who, being duly sworn, did depose and say that (s)he resides in __________________________; that (s)he is an (the) __________________________ of the corporation described in and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her) his name thereto by like order.  

\( \checkmark \)  
NOTARY PUBLIC  

FOR THE DEPARTMENT OF SOCIAL SERVICES:  

COMMISSIONER  

Date __________________________  

FOR THE COUNTY OF ERIE:  

Mark Poloncarz  Richard Tobe  
County Executive / Deputy County Executive  

Date __________________________  

17
APPENDIX A
SCHEDULE OF MAXIMUM REIMBURSEMENT RATES UNDER THIS CONTRACT

| AGE | MAXIMUM RATE (CENTER) | PROVIDER'S RATE | NEGOTIATED FINAL RATE
<table>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>(To be completed by Social Services)</td>
</tr>
<tr>
<td>Weekly Rate: (30 hours or more per week)</td>
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</tr>
<tr>
<td>0 - 1.5</td>
<td>226.00</td>
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<td>1.5 - 2</td>
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<tr>
<td>3 - 5</td>
<td>196.00</td>
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<tr>
<td>6 - 12</td>
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<tr>
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<td>1.5 - 2</td>
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<td>3 - 5</td>
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<tr>
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<td>Part Day Rate: (3-5 hours per day)</td>
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<td>3 - 5</td>
<td>8.00</td>
<td>4.16</td>
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<tr>
<td>6 - 12</td>
<td>8.00</td>
<td>4.16</td>
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</tr>
</tbody>
</table>

We are unable to accept the contract if additional information is included on Appendix A, other than the requested rates. REGULATION 415.6 Payments made under this contract shall not exceed the actual cost of such care and shall not exceed the amount to be charged to other purchasers of equal care. The Contractor shall impose no fees other than those specified in the Contract.

IF YOU PROVIDE A DISCOUNT FOR MULTIPLE CHILDREN IN THE SAME FAMILY, ENTER PERCENTAGE OF DISCOUNT HERE. The discount % is applied to the final negotiated rate. PLEASE NOTE: IF YOU OFFER MULTIPLE PERCENTAGES FOR MULTIPLE CHILDREN, DSS WILL CALCULATE RATE USING HIGHEST PERCENTAGE OF DISCOUNT, AS CTTA IS ONLY ABLE TO ACCEPT ONE DISCOUNT LEVEL. RATES ARE CONTINGENT UPON AVAILABILITY OF FUNDS.

NAME OF DAY CARE PROVIDER: Amherst Youth School-Age

ECDSS Negotiated Rates by: ___________________________ Date: ________________

Print Name: ___________________________ Title: ___________________________
CONTRACTED DAY CARE INFORMATION SHEET

PROVIDER: Amherst Youth Board School-Age/Harlem Road Youth Center

ADDRESS: 4255 Harlem Rd. Amherst, NY 14226

MAIL: 1615 Amherst Manor Dr. Williamsville, NY 14221

TELEPHONE _631-7208_ DIRECTOR'S NAME: Michele Prosser Holmes

TAX ID# _16-6002157_

CONTRACT PERIOD: FROM 9/1/14 TO 8/31/15

TYPE: (x) NOT FOR PROFIT ( ) PROPRIETARY

NYSDSS PERMIT # _041820SACC_ EXPIRATION DATE: 11/30/2014

AGES: 5 yrs - 11 yrs

CAPACITY: _75_

HOURS: FROM 7:30am TO 6:00pm (x) WEEKDAYS ( ) WEEKENDS

TRANSPORTATION: ( ) YES (x) NO

HOLIDAY CLOSINGS: (Check all that apply)

(x) NEW YEAR'S DAY (x) MEMORIAL DAY (x) VETERAN'S DAY
( ) & DAY AFTER (x) INDEPENDENCE DAY

(x) M.L. KING DAY (x) LABOR DAY (x) CHRISTMAS DAY
( ) & DAY AFTER ( ) & DAY AFTER

(x) GOOD FRIDAY (x) COLUMBUS DAY (x) ELECTION DAY

( ) OTHER (Please Specify)

ANY SPECIAL PROGRAMS AND/OR SERVICES OFFERED:

_B-3552_ - COMPLETE ONE INFORMATION SHEET FOR EACH SITE - (REV 10/13)
CONTRACTED DAY CARE INFORMATION SHEET

PROVIDER: Amherst Youth Board School-Age/Williamsville Youth Center

ADDRESS: 5005 Sheridan Dr. Williamsville, NY 14221
MAIL: 1615 Amherst Manor Dr. Williamsville, NY 14221

TELEPHONE 633-8117 DIRECTOR'S NAME: Joann Kiefer-Warren

TAX ID# 16-6002157

CONTRACT PERIOD: FROM 9/1/14 TO 8/31/15

TYPE: ( ) NOT FOR PROFIT ( ) PROPRIETARY

NYS DSS PERMIT # 02310688ACC EXPIRATION DATE: 8/31/2015

AGES: 5 yrs-11 yrs

CAPACITY: 65

HOURS: FROM 7:30am TO 6:00pm (x) WEEKDAYS ( ) WEEKENDS

TRANSPORTATION: ( ) YES (x) NO

HOLIDAY CLOSINGS: (Check all that apply)

(x) NEW YEAR'S DAY (x) MEMORIAL DAY (x) VETERAN'S DAY
( ) & DAY AFTER (x) INDEPENDENCE DAY (x) THANKSGIVING DAY
( ) & DAY AFTER

(x) M.L. KING DAY (x) LABOR DAY (x) CHRISTMAS DAY
( ) & DAY AFTER

(x) GOOD FRIDAY (x) COLUMBUS DAY (x) ELECTION DAY
( ) & DAY AFTER

( ) OTHER (Please Specify)

ANY SPECIAL PROGRAMS AND/OR SERVICES OFFERED:

____________________________

B-3552 - COMPLETE ONE INFORMATION SHEET FOR EACH SITE - (REV 10/13)
CONTRACTED DAY CARE INFORMATION SHEET

PROVIDER: Amherst Youth BOard School-Age/Clearfield Community Center

ADDRESS: 12 Plaza Dr./730 Hopkins Rd. Williamsville, NY 14221
MAIL: 1615 Amherst Manor Dr. Williamsville, NY 14221

TELEPHONE 689-1404  DIRECTOR'S NAME: Jennifer Reed

TAX ID# 16-6002757

CONTRACT PERIOD: FROM 9/1/14 TO 8/31/15

TYPE: ( ) NOT FOR PROFIT  ( ) PROPRIETARY

NYSDSS PERMIT # 0042243SACC  EXPIRATION DATE: 8/31/2018

AGES: 5 yrs-11 yrs  Renewal approved - waiting for new certificate

CAPACITY: 45

HOURS: FROM 7:30am TO 6:00pm  (x) WEEKDAYS  ( ) WEEKENDS

TRANSPORTATION: ( ) YES  (x) NO

HOLIDAY CLOSINGS: (Check all that apply)

( ) NEW YEAR'S DAY  (x) MEMORIAL DAY  (x) VETERAN'S DAY
( ) & DAY AFTER

( ) M.L. KING DAY  (x) INDEPENDENCE DAY  (x) THANKSGIVING DAY
( ) & DAY AFTER

( ) GOOD FRIDAY  (x) LABOR DAY  ( ) CHRISTMAS DAY
( ) & DAY AFTER

( ) PRESIDENTS DAY  (x) COLUMBUS DAY  (x) ELECTION DAY

( ) OTHER (Please Specify)

ANY SPECIAL PROGRAMS AND/OR SERVICES OFFERED:

______________________________________________________________

B-3552  - COMPLETE ONE INFORMATION SHEET FOR EACH SITE -  (REV 10/13)
CONTRACTED DAY CARE INFORMATION SHEET

PROVIDER: Amherst Youth Board School-Age/ Amherst Youth & Family Center

ADDRESS: 1615 Amherst Manor Dr. Williamsville NY 14221

TELEPHONE 631-7299  DIRECTOR'S NAME: Susan Mohney

TAX ID# 16-6002157

CONTRACT PERIOD: FROM 9/1/14 TO 8/31/15

TYPE: (X) NOT FOR PROFIT  ( ) PROPRIETARY

NYSDSS PERMIT # 0044256SACC  EXPIRATION DATE: 2/29/2016

AGES: 5 yrs-11 yrs

CAPACITY: 65

HOURS: FROM 7:30am TO 6:00pm  (X) WEEKDAYS  ( ) WEEKENDS

TRANSPORTATION: ( ) YES  (X) NO

HOLIDAY CLOSINGS: (Check all that apply)

(X) NEW YEAR’S DAY  (X) MEMORIAL DAY  (X) VETERAN’S DAY
( ) & DAY AFTER  (X) INDEPENDENCE DAY  (X) THANKSGIVING DAY
( ) & DAY AFTER  (X) M.L. KING DAY  (X) LABOR DAY  (X) CHRISTMAS DAY
( ) & DAY AFTER  (X) GOOD FRIDAY  (X) COLUMBUS DAY  (X) ELECTION DAY
( ) PRESIDENTS DAY  (X) & OTHER (Please Specify)

ANY SPECIAL PROGRAMS AND/OR SERVICES OFFERED:

_B-3552_ - COMPLETE ONE INFORMATION SHEET FOR EACH SITE - (REV 10/13)
DAILY CARE CENTER
REQUEST FOR WAIVER OF AUTOMOBILE INSURANCE COVERAGE

STATE OF NEW YORK:
COUNTY OF ERIE:
SS:

Barry A. Weinstein, Supervisor, being duly sworn, deposes and says that:

1. Your deponent is the owner/operator of a Day Care Center known as Amherst Youth School-Age (Town of Amherst) which is located at 1615 Amherst Manor Drive, Williamsville, NY 14221.

2. Your deponent has entered into a contract with the County of Erie, through the Erie County Department of Social Services, for the provision of day care services. Insurance Requirements of that contract are that an automobile policy of insurance be obtained by the Day Care Center: that certain limits of automobile insurance be obtained and maintained; that the County of Erie appear as an additional named insured on the automobile policy; and that the County of Erie be defended and held harmless in the event of any and all claims arising from an "automobile" claim.

3. Your deponent states that the Day Care Center, known as Amherst Youth (School-Age), as part of its operations, does not and will not transport children in its care, for any reason whatsoever.

4. Since the children in the care of the aforementioned Day Care Center are not and will not be transported by the Center, a request is hereby made that the requirements of automobile insurance coverage be waived for this contract year.
The Town of Amherst

5. Your deponent agrees and understands that if the waiver is granted by the County of Erie, and if a child or children is (are) transported in contravention of these assertions to the contrary, then your deponent will be personally liable and responsible for any injuries and all personal and/or property damages incurred as a result of said transportation.

6. Furthermore, your deponent agrees to provide a full and complete defense and indemnification to the County of Erie, in the event that any child or children being transported by the Day Care Center is (are) injured in any way, and a claim arises for that injury.

7. Finally, your deponent agrees and understands that the defense and indemnification requirements described herein are personal, and are in addition to any defense and indemnification which may be provided by the Day Care Center itself.

8. This statement is made with the knowledge that the County of Erie, through the Erie County Department of Social Services, will rely upon the statements made herein in the decision to either grant or deny this request for a Waiver of the Requirement of Automobile Insurance Coverage.

______________________________
Individually and as Owner/Operator
Sworn to before me this ___
day of ____________, ___.

______________________________
Notary Public
AIDA 2015 Budget Recommendations

Town of Amherst Industrial Development Agency's 2015 Budget Proposal and Budget Notes.

10/06/2014
Consent to refer to Town Attorney and Deputy Supervisor.

RESULT: REFERRED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
Memo

To: TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY
BOARD OF DIRECTORS
AMHERST TOWN BOARD
MARJORY JAEGE, AMHERST TOWN CLERK

From: JAMES J. ALLEN, EXECUTIVE DIRECTOR

Date: 9/26/2014

Re: AIDA 2015 BUDGET RECOMMENDATIONS

Pursuant to Public Authorities Accountability Act (PAAA) requirements, enclosed please find the Town of Amherst Industrial Development Agency’s 2015 Budget Proposal and Budget Notes. I would ask you to review the enclosed and forward any comments, questions or concerns to the Agency.
<table>
<thead>
<tr>
<th></th>
<th>2014 Budget</th>
<th>2014 Actual</th>
<th>2015 Proposed Budget</th>
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<tr>
<td><strong>REVENUES:</strong></td>
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<td>Administrative Fees (Agency 1%)</td>
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<td><strong>Total Expenses (non-restricted)</strong></td>
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<td>Excess Revenue over/(under)</td>
<td>2,250</td>
<td>86,412</td>
<td>2,490</td>
</tr>
</tbody>
</table>
2015 BUDGET NOTES

REVENUES:

Administrative Fees (1%) $690,000
Estimate based on current prospects for 2015 along with projects being carried over from 2014.

Management Fee $125,000
Fees derived from Amherst Development Corporation transactions anticipated for 2015.

Application Fees $4,000
Estimate based on current prospects for 2015 for Agency and Corporation.

Interest Income (NR) $2,000
Estimate based on current interest rates and Agency reserves.

EXPENSES:

Administration:

Payroll $409,910
Increase from 2014 Budget of $400,500. The 2014 payroll request includes $10,000 for hiring of intern(s) and/or a part time receptionist. There is a 1.5% cost of living request included for 2015.

OPERATION EXPENSES:

Office Expense $11,000
Same amount as 2014.

Postage $1,000
Decrease from $1,500 in 2014.

Travel Expense $7,000
Same amount as 2014.

Telephone $10,000
Same amount as 2014.

Fees & Dues $8,000
Same amount as 2014.

Subscriptions and Publications $2,500
Same amount as 2014.
Legal fees
   Decrease from $3,000 in 2014. $2,000

Building Mortgage and Interest
   Decrease from $37,500 in 2014. $35,000

Building Utilities
   Same amount as 2014. $9,500

Building Property Tax
   Increase from $8,000 in 2014. $8,500

Building Inside Maintenance
   Same amount as 2014. $9,000

Building Outside Maintenance
   Same amount as 2014. $11,000

Meetings
   Same amount as 2014. $6,000

Equipment
   Decrease from $10,000 in 2014. Anticipated equipment purchases include possible upgrade to several desktop computers. $8,000

Equipment Rental-copier
   Same amount as 2014. $4,500

Professional Services
   Same amount as 2014. Amount will cover Business Development Consultant, IT services, website services, auditing services. $30,000

Insurance
   Same amount as 2014. $25,000

Depreciation
   Decrease from $28,000 in 2014. $25,000

**SPECIAL PROJECTS**

Marketing
   Same amount as 2014. $7,500
BNE Participation
  Same amount as 2014.
  $20,000

Education
  Increase from $2,500 in 2014
  $3,500

Special Events
  Same amount as 2014. Expenditures include sponsorship opportunities which in the past have included: Amherst Chamber of Commerce, Buffalo Niagara Builders, Business First Power Breakfast.
  $5,000

Regional Partnerships
  Same as 2014. Expenditures include IDA participation in the community coalition group along with additional partnership opportunities.
  $10,000

Local Re-development Initiatives
  Same amount as 2014. Past expenditures have included consultant fees speaker’s fees, marketing fees.
  $20,000

Capital Improvements
  Same amount as 2014.
  $15,000
COMMUNICATION 2014-252

CIP Request from Phil Danielson

Request that Glen Oak Drive Culvert Replacement NOT be extended to Transit Road. Petition signed by 31 residents supporting this request is attached.

10/06/2014
Consent to refer to Engineering, Planning, and Traffic Safety.

RESULT: APPROVED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popovich
From: Ketchum, Tom  
Sent: Tuesday, September 23, 2014 12:44 PM  
To: 'Phil Danielson'  
Cc: TownBoardDL; Cooper, Kathy; Armstrong, Brian; Schregel, Chris; Gillert, Rick  
Subject: Glen Oak Drive Culvert Replacement - - Request that Glen Oak NOT be extended to Transit Road  

Phil, I am forwarding your petition to the Town Board and the Town Clerk’s office so that it can be included as part of the public hearing on the Capital Improvement Program.

Regarding your question about the E-7 Glen Oak drainage project, this involves a replacement of the culverts on the northeast side of the Smith Road and Glen Oak Drive intersection.

Regarding the proposed connection of Glen Oak Drive, the Town Board will ultimately make the decision on this matter. The reasons for the connection are:

1) The original subdivision design included a connection to Transit Road. The NYSDOT denied the original work permit for the connection because of a sight-distance problem associated with the Glen Oak Drive connection to Transit Road and the bridge at that location. The Transit Road bridge is going to be re-constructed by the NYSDOT to eliminate a potential scouring (undermining) situation relative to the bridge support structure. The bridge is being designed in a manner that will eliminate the sight-distance problem.

2) During larger food events, the intersection of Smith Road and Glen Oak Drive can be impassable. With only this one entrance to the subdivision, emergency vehicles and general traffic flow is not possible. This has the potential to be a serious safety issue. A second means of access (to Transit Road) will solve this problem.

3) Our current subdivision design regulations do not allow a dead-end street to be longer than 800 feet. Glen Oak Drive, with only one point of access on the east side of Smith Road, far exceeds current design standards.

4) Additional points of access through a subdivision facilitate better traffic flow within the subdivision and the greater area outside of the subdivision.

Please feel free to voice your concerns to the Town Board and contact me if you have any questions regarding this response.

Thomas C. Ketchum, P.E.  
Commissioner of Building

From: Phil Danielson  
Sent: Saturday, September 20, 2014 4:02 PM  
To: Ketchum, Tom  
Subject: Re: Glen Oak Drive Culvert Replacement - - Request that Glen Oak NOT be extended to Transit Road  

Tom,
Thank you for the meeting information.

I also noticed a request on the “Summary of 2015 – 2020 Supervisor’s Recommended Program (9/10/14)”, and item “E-7” titled “Glen Oak Drive Culvert Replacement”,

Glen Oak Drive Culvert Replacement:
Replace/modify existing 3 pipe culvert as drainage improvements, extend dead end of Glen Oak to Transit Road (2011)

Estimated total cost: $585,200

Question: Can you advise of where the culvert work would be done on Glen Oak? At the entrance to Smith Road? At the “bridge” with the three big culverts mid-way down Glen Oak between Smith Rd and Dodge Rd?

I've shared this with my neighbors and the residents of Ransom Oaks would request that Glen Oak Drive NOT be extended to connect to Transit Road. This could significantly increase traffic through our neighborhood, negatively affecting our peaceful community.

We have no problem with improving drainage (drainage is good!), we don't want Glen Oak to be connected to Transit Road.

I have a signed petition from 31 of the residents (gathered this morning) supporting this request. See attached.

I will plan to attend the Town Board meeting on Oct 6 at 7 PM.

Regards,
Phil Danielson, PMP, CSM
72 Lilybrooke Court
h: 716-580-3131

-----Original Message-----
From: Ketchum, Tom <TKETCHUM@amherst.ny.us>
To: 'Phil Danielson'
Sent: Fri, Sep 12, 2014 8:02 am
Subject: RE: Lily Brooke Water Main - Replacement Request - Thanks & follow-up questions

Phil, all of the meetings are in the Council Chambers at Town Hall, 5583 Main Street. The meetings on the 6th and 20th are at 7:00 PM. The meeting on the 14th is at 3:00 PM. You can also check the schedule on the town’s website, www.amherst.ny.us.

TCK

From: Phil Danielson
Sent: Thursday, September 11, 2014 10:00 PM
To: Ketchum, Tom
Cc: Weinstein, Barry
Subject: Re: Lily Brooke Water Main - Replacement Request - Thanks & follow-up questions
Thomas,

Thank you for this proposal and your assistance in replacing the waterline for Lily Brooke.

I will plan to attend on Oct 6th. Where and when does this meeting occur?

Regards,
Phil Danielson
h: 716-580-3131

-----Original Message-----
From: Ketchum, Tom <TKETCHUM@amherst.ny.us>
To: ‘Phil Danielson’
Cc: Weinstein, Barry <BWeinstein@amherst.ny.us>
Sent: Wed, Sep 10, 2014 3:08 pm
Subject: RE: Lily Brooke Water Main - Replacement Request

Mr. Danielson, the Lily Brooke Court watermain replacement project has just been included in Supervisor Weinstein’s recommended Capital Improvement Project (CIP) list for next year (2015). The project is listed as E-11 on the attached document.

The Town Board will be holding public hearings regarding the approval of the CIP and other budget matters on October 6th and 14th with a possible adoption on October 20, 2014. Please feel free to attend one of the hearings to lobby for your requested project.

Generally, once a project is included in the recommended CIP list, very few changes occur as a result of the public hearings.

Please contact me if you have any questions regarding this information.

TCK

From: Phil Danielson
Sent: Tuesday, September 09, 2014 10:40 PM
To: Ketchum, Tom
Subject: Lily Brooke Water Main - Replacement Request

TO: Thomas Ketchum
Building Department Commissioner of Building
Phone: 631.7080 (ext. n/a)
FROM: Phil Danielson
DATE: September 9, 2014
SUBJECT: Water Main - Lily Brooke Court, East Amherst

On Saturday, August 30, 2014, the water main broke again on Lilybrooke. The repair job resulted in a continuing leak, which is scheduled to be fixed tomorrow, resulting in digging up my yard again.

I have lived on Lily Brooke for three years and there have been many breaks, perhaps seven or eight over this period? Too many. Reminds me of the year I lived in Russia back in the 1990s, where water was an inconsistent commodity.

I have petitioned the residents of the street (see attached) and we would appreciate your help in prioritizing the replacement of the water main. I believe the two adjacent streets, Ginger Court and Honeysuckle Way, had their water mains placed under the street, with newer technology resulting in solid performance for them.

Could we have the same?
If there is anything else I could do to help with this prioritization, please let me know. Should I come to a City Council meeting? Or other forum? I believe that Paula Shaughnessy has already discussed this with you.

We really enjoy Ransom Oaks, the Williamsville Schools, the City of Amherst, and the Buffalo area. We hope to stay for many years to come.

Thank you for your consideration.

Sincerely,

Phil Danielson, PMP, CSM
72 Lilybrooke Court
East Amherst, NY 14051
TO: City of Amherst

FROM: Residents of Ransom Oaks

DATE: September 20, 2014

SUBJECT: Request to NOT connect Glen Oak Drive to Transit Road

Per “Summary of 2015 – 2020 Supervisor’s Recommended Program (9/10/L4)”, and item “E-7” titled “Glen Oak Drive Culvert Replacement”, we the residents of Ransom Oaks would request that Glen Oak Drive NOT be extended to connect to Transit Road. This could significantly increase traffic through our neighborhood, negatively affecting our peaceful community.

This request is supported by the following Ransom Oaks residents:

<table>
<thead>
<tr>
<th>House &amp; Street Number</th>
<th>Printed Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>72 Lily Brooke Court</td>
<td>Phil Danielson</td>
<td>Phil Danielson</td>
</tr>
<tr>
<td>67 Lily Brooke Court</td>
<td>Jim &amp; Bethie Bentsch</td>
<td>Bethie Bentsch</td>
</tr>
<tr>
<td>59 Lily Brooke Court</td>
<td>Anthony &amp; Erin Puntor</td>
<td></td>
</tr>
<tr>
<td>56 Lily Brooke CT</td>
<td>Dan Penberly</td>
<td></td>
</tr>
<tr>
<td>48 Lily Brooke CT</td>
<td>Gary Jones</td>
<td>Gary Jones</td>
</tr>
<tr>
<td>51 Lily Brooke CT</td>
<td>William Gavin</td>
<td>William Gavin</td>
</tr>
<tr>
<td>43 Lily Brooke CT</td>
<td>Desirere Walkowski</td>
<td>Desirere Walkowski</td>
</tr>
<tr>
<td>27 Lily Brooke CT</td>
<td>Timothy Stone</td>
<td>Timothy Stone</td>
</tr>
<tr>
<td>27 Lily Brooke CT</td>
<td>Pamela Stone</td>
<td>Pamela Stone</td>
</tr>
<tr>
<td>16 Lily Brooke CT</td>
<td>Jonathan Hall</td>
<td>Jonathan Hall</td>
</tr>
<tr>
<td>16 Lily Brooke CT</td>
<td>Debra Hall</td>
<td>Debra Hall</td>
</tr>
</tbody>
</table>

Glen Oak - connect to Transit Rd 2014-09-20.doc

Packet Pg. 265
<table>
<thead>
<tr>
<th>House &amp; Street Number</th>
<th>Printed Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>19 Lilybrook Ct.</td>
<td>Joseph Karaszewski</td>
<td></td>
</tr>
<tr>
<td>24 Lily Oak Ct</td>
<td>Thomas F. Hill</td>
<td></td>
</tr>
<tr>
<td>426 GLEN OAK Dr.</td>
<td>Rudy Yeung</td>
<td></td>
</tr>
<tr>
<td>416 GLEN OAK Dr.</td>
<td>Feng Daumen</td>
<td></td>
</tr>
<tr>
<td>7 OPAL COURT</td>
<td>Alan J. Martemarty</td>
<td></td>
</tr>
<tr>
<td>488 Glen Oak Drive</td>
<td>Richard Fitzpatrick</td>
<td></td>
</tr>
<tr>
<td>495 Glen Oak Drive</td>
<td>Pam Barnes</td>
<td></td>
</tr>
<tr>
<td>511 Glen Oak Dr.</td>
<td>Lena Sorrentino</td>
<td></td>
</tr>
<tr>
<td>520 Glen Oak Dr.</td>
<td>Dave Bartlett</td>
<td></td>
</tr>
<tr>
<td>528 Glen Oak Dr.</td>
<td>Angela Walker</td>
<td></td>
</tr>
<tr>
<td>544 Glen Oak</td>
<td>Tim Schara</td>
<td></td>
</tr>
<tr>
<td>552 Glen Oak Dr.</td>
<td>Theresa Strath</td>
<td></td>
</tr>
<tr>
<td>20 Ruby Lane</td>
<td>Ronald L. Nelson</td>
<td></td>
</tr>
<tr>
<td>34 Ruby Lane</td>
<td>Doug Goecckel</td>
<td></td>
</tr>
<tr>
<td>31 Ruby Lane</td>
<td>Karen Goecckel</td>
<td></td>
</tr>
<tr>
<td>15 Ruby Lane</td>
<td>Terence Greener</td>
<td></td>
</tr>
<tr>
<td>536 Glen Oak Drive</td>
<td>Christopher Bogdan</td>
<td></td>
</tr>
<tr>
<td>580 GLEN OAK DRIVE</td>
<td>Denise Bogdan</td>
<td></td>
</tr>
<tr>
<td>494 Glen Oak Dr.</td>
<td>Kurtis Tatman</td>
<td></td>
</tr>
<tr>
<td>104 Lily Brooke Ct.</td>
<td>Julie O'Malley</td>
<td></td>
</tr>
</tbody>
</table>
Getzville Fire Company


10/06/2014
Consent

RESULT: APPROVED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
Getzville Fire Company, Inc.
PO Box 111 • 630 Dodge Road
Getzville, New York 14068-0111
(716) 688-0116 Ext. #2310  Cell: (716) 583-9835
Michael E. Delamere – President
E-mail: mdelamere@getzvillefire.com

September 29, 2014

Barry A. Weinstein, MD, Supervisor
Town of Amherst
5583 Main Street
Williamsville, NY 4221

To better serve the residents of the Town of Amherst Fire Protection District #11, we are planning to upgrade our Fire Training Facility at 600 Dodge Road. These upgrades will require a Minor Site Plan Adjustment application for our Station #1 Facilities. Shortly, we will have a signed lease agreement with the NYS Department of Transportation for the I-990 right-of-way property.

At this time, members of the Building Committee along with all officers request that all fees associated with Planning Board Review, Building Permits, Open Space Review, etc. be waived.

I would like to thank you in advance for your support and assistance in these matters.

Sincerely,

Michael E. Delamere
President

Station #1
630 Dodge Road

Station #2
1871 North Forest Road
Penn Dixie October 2014 Programs

E-mail communication of October 1, 2014, from Lois Shriver, Chair, Amherst Conservation Advisory Council, forwarding information on programs at Penn Dixie Paleontological and Outdoor Education Center, including October 11, 2014, *Earth Science Day* event.

10/06/2014
Consent to receive and file.

RESULT: RECEIVED & FILED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
Voigt, Shirley

From: Lois Shriver [l.shriver@roadrunner.com]
Sent: Wednesday, October 01, 2014 2:05 PM
Subject: Fwd: Penn Dixie October 2014 Programs
Attachments: Penn Dixie 2014 October Programs.doc

Everyone, FYI.
Lois

Begin forwarded message:

Attached are the Penn Dixie October 2014 Programs. Please note the 17th Annual WNY Earth Science Day on Saturday, October 11 from 9 am-4 pm at Penn Dixie. This is an opportunity to learn what geologists do, the important role that they play in our society, and the important environmental investigations that they perform. This is the only event of this magnitude and coverage of the National Earth Science Week events in New York State and probably the whole Northeastern United States.

Please forward, copy and/or post this information for anyone that may be interested. This event is geared for young children through seniors, 2-102 years young! Get outdoors and learn what is happening beneath your feet!

Thank you.

Jerold C. Bastedo
Executive Director
Penn Dixie Paleontological and Outdoor Education Center
P.O. Box 772
Hamburg, New York 14075
(716) 627-4560
FAX (716) 627-4571
www.penndixie.org

"Where Science Comes Alive"
PENN DIXIE
OCTOBER 2014
PROGRAMS

PENN DIXIE PALEONTOLOGICAL & OUTDOOR EDUCATION CENTER

PENN DIXIE EXTENDS PUBLIC HOURS

The Penn Dixie Paleontological and Outdoor Education Center has extended public hours to collect fossils during September and October and will be open to the public on Saturdays 9 AM -5 PM and Sundays 10 AM-5 PM and Columbus Day October 11 from 9 AM-5 PM. The extended hours will provide additional time for collecting and enjoying the thousands of fossils that can be found and kept by all who visit. Penn Dixie has had visitors from 41 states, Washington, D.C., and 13 countries in 2014, to date.

Visitors may bring garden shovels and claw tools for the younger collector and hammers, chisels, pry bars, and wedges may be used. Safety glasses are recommended for those hammering on the rocks. Staff and volunteers will provide handouts, guide visitors to the best collecting areas, help them find fossils and identify them. The fossils are well-preserved remains of animals and plants that occupied a warm tropical sea that covered this over 380 million years ago when the region was 20-30 degrees south of the equator. Penn Dixie has an inexhaustible supply of fossils and collectors may keep everything they find.

Visit the Penn Dixie website www.penndixie.org to view the many varieties of fossils that can be found and collected. New and exciting fossils may still be found! Adults are $7 each, children 12 and under are $6, children 2 and under and Penn Dixie members are free. Penn Dixie will be open rain or shine. Dress for the weather. Penn Dixie has been ranked the No. 1 Fossil Park in the United States and it is a great opportunity for children 2-102 to have a hands-on experience learning about the geologic past and the animals and plants that occupied this area. Information on directions, programs, birthday parties and memberships maybe obtained on the website or by calling (716) 627-4560.

Schools and groups wishing to schedule a field trip to the Penn Dixie Site should email jbpandex@gmail.com or call (716) 627-4560.

All other groups, families, scouts, birthday parties, & individuals, wishing to schedule a visit at other times, should call (716) 627-4560 or email jbpandex@gmail.com. Please call or visit our web site at www.penndixie.org for programs, upcoming events, membership & directions.
TEACHERS & GROUP LEADERS
BOOK YOUR FIELD TRIP TO PENN DIXIE NOW

Schools, day cares, pre-schools, scouts, recreation departments, and other group field trips to visit Penn Dixie for the fall of 2014 and spring of 2015 are now being booked. Please call 627-4560 or email ibpendix@gmail.com, if you are interested in scheduling your class or group to visit to collect fossils, learn about what the area was like 380 million years ago, and the local geology.

PENN DIXIE EXHIBIT WILL BE AT THE NOLL NATURE CENTER “BONES DAY” EVENT IN GLEN PARK, WILLIAMSVILLE ON OCTOBER 4\textsuperscript{th}

The Penn Dixie exhibit will be at the Noll Nature Center “BONES DAY” in Glen Park in Williamsville on Saturday, October 4, 2014, from 10 AM – 4 PM. The fossil dig for children, program information, and fossils will be on display. This is a free event and the public is welcome.

PENN DIXIE EXHIBIT WILL BE AT THE BURCHFIELD NATURE & ART CENTER FALL FESTIVAL IN WEST SENECA ON OCTOBER 5\textsuperscript{th}

The Penn Dixie exhibit will be at the Burchfield Nature & Art Center Fall Festival on Sunday, October 5, 2014, from 12 Noon – 4 PM. The fossil dig for children, program information, and fossils will be on display. This is a free event and the public is welcome.

17\textsuperscript{TH} ANNUAL WESTERN NEW YORK EARTH SCIENCE DAY ON OCTOBER 11\textsuperscript{th} AT PENN DIXIE

The 17\textsuperscript{th} Annual Western New York Earth Science Day celebration is being co-sponsored by the Penn Dixie Paleontological and Outdoor Education Center and the Buffalo Association of Professional Geologists (BAPG) on Saturday, October 11, 2014, from 9 AM-4 PM at the Penn Dixie Site in Hamburg, NY. The Buffalo Geological Society, 3rd Rock, LLC, Ecology & Environment, Inc., Earth Dimensions, Inc., Erie County, SJB Services, Inc., the BAPG, Penn Dixie, and several other corporations are providing financial support for this major educational event. All supporters will be acknowledged at Earth Science Day.

National Earth Science Week is a popular event for students, scouts, and families to learn what geologists and earth scientists do; the importance of the earth sciences to society; and the many and varied career opportunities that exist in the earth sciences. Many activities will be available for children, students, families, and anyone that is interested in learning more about the geological sciences, some of the features include:
SJB Services, Inc., Hamburg, NY, will conduct drilling and rock coring demonstrations at 11 AM and 2:30 PM;

Buffalo State Paleontologist Dr. Rick Batt will be selling and autographing his recently released book on "What Do You Mean, Dinosaurs Didn’t Live in Hawaii?!" Dr. Batt will also have some dinosaur drawings to give to children and other activities;

The Buffalo Association of Professional Geologists will have interactive activities for children of all ages;

The National Weather Service will be providing excellent forecasting and good weather, along with a Disaster Preparedness display;

Canisius Seismograph Station will explain earthquakes and how they are caused;

Upstate Research Rocketry Group will launch rockets throughout the day;

Cleaning and preparation of fossils will be demonstrated by Jess Martin and Jonathan Hoag;

Mary Hughes will have live animals;

Penn Dixie volunteer astronomers will focus their filtered telescopes on solar flares;

Boy Scouts will be conducting craft activities for children;

25-30 exhibitors introducing the public to geology and the earth sciences;

and more will be available.

Earth Science Day is a great family, scout and school event. There is no other event like this in New York State or the Northeastern United States! The exhibits and drilling demonstrations are FREE. Fossil collecting for non-member adults $7, children 12 and under $6, Penn Dixie members are free. Fossil collectors may keep all the fossils they find! The event will be held rain or shine. Red Top will be selling hot dogs, burgers, chips and drinks throughout the day. No pre-registration is required. Visit www.penndixie.org or call (716) 627-4560 for information and directions.

TELESCOPES WILL FOCUS ON A VARIETY OF CONSTELLATIONS IN THE PENN DIXIE SKIES ON OCTOBER 11th

Telescopes will be scanning the skies at the Penn Dixie Paleontological and Outdoor Education Center in Hamburg, NY, on Saturday, October 11, 2014, beginning at 7 PM. Telescopes, with filters, will be available to view sunspots and solar flares before sunset. After dark, telescopes will focus on the Penn Dixie Skies to view Hercules globular star cluster M13 high in the southwest, Lyra’s Ring Nebula M57 and the Dumbbell Nebula M27 in the constellation Vulpecula in the Summer Triangle, you can trace out the Great Pegasus along with the Andromeda and view the Andromeda’s Galaxy M31 high in the southeast, and a variety of other constellations.

Two 16-inch, one 14-inch, and two 8-inch telescopes will be available for viewing. Visitors are encouraged to bring their own telescopes, if they like. This is also a good opportunity to learn about the variety of telescopes available before making a purchase. If anyone has questions about how to operate their personal telescope, they are welcome to bring it and the Penn Dixie astronomers will help them learn how to operate it.

This is the last planned evening astronomy program for 2014. Families, scouts, and groups are encouraged to attend. No pre-registration required. $3/person. Penn Dixie members are free. Visit www.penndixie.org or call 627-4560 for additional information, directions, and 2011 special events, astronomy, school tours, membership, birthday parties and volunteer opportunities.
PENN DIXIE WILL BE OPEN COLUMBUS DAY
OCTOBER 13th

The Penn Dixie Site will be open on Columbus Day October 13 from 9 am-5 pm to collect fossils. The site will be open on weekends through October. Penn Dixie may be open on weekends in November and you can call and listen to the Penn Dixie message to find out if the site is open. Weather conditions will determine whether the site will be open for fossil collecting.

PENN DIXIE EXHIBIT AT ROCHESTER SHOW
OCTOBER 25th-26th

The Penn Dixie exhibit will be at the annual Rochester Gem, Mineral, Fossil and Jewelry Show on Saturday, October 25 and Sunday, October 26 in the Main Street Armory, 900 East Main Street, Rochester, NY 14605. Easy access off Rt. 490. Filers are available at the Penn Dixie with an opportunity to win a grand prize at the show drawing. Admission $6 and children 12 and under are free with an adult. This is a great event for Boy and Girl Scouts, students, and families. Mark your calendar and plan on attending. There will be many dealers in minerals, fossils, jewelry, and gems, along with fantastic displays of specimens from club members and several activities for children. Stop by the Penn Dixie exhibit and have the kids dig for a free fossil. If you would like to help to volunteer to staff the exhibit, please call 627-4560.

COMING IN NOVEMBER

19th ANNUAL PENN DIXIE FUNDRAISER AT LA GALLERIA
RESTAURANT IN ORCHARD PARK ON NOVEMBER 6th

The Hamburg Natural History Society/Penn Dixie 19th Annual Fundraiser will be on Thursday, November 6, 2014, 6 PM to 9 PM at the La Galleria Restaurant, 3923 Southwestern Blvd., Orchard Park, NY. This Fundraiser is to help support the educational programs, events, and operations of the Penn Dixie Paleontological and Outdoor Education Center in Hamburg.

Silent and voice auctions will be conducted for a wide variety of valuable and unique items, including Buffalo Bills' tickets; quilt; gift certificates to restaurants and businesses; gas cards; artwork; movie basket; fossil specimens; Holiday baskets; a variety of children's toys; spirit baskets; gift baskets; a lottery tree; holiday spirits; geological specimens; and much, much more. Door prizes will be drawn throughout the evening. Raffle drawing, in which two winners will receive two box seat tickets each to a Buffalo Sabres vs. New York Islanders hockey game on December 27 – donated by Zoladz Construction Services, Inc. The winners will be drawn at the end of the voice auctions.

The public is invited. Bring your family, friends, and colleagues to an evening of spirited bidding and fun. This is a perfect opportunity to select some early holiday gifts. Silent auction begins at 7 PM sharp. Pre-sale tickets are $25 per person and $30 at the door. Admission includes hors d'oeuvres, a
cash bar, and a door prize ticket. If you would like to donate a gift to be auctioned, and/or a door prize, or purchase pre-sale tickets, please call Penn Dixie at (716) 627-4560. All pre-sale tickets will be entered in the door prize drawings for those who would like to support Penn Dixie, but cannot attend. Cash donations, of any amount, to help support Penn Dixie are welcome. All donations are fully income tax deductible. Penn Dixie appreciates your support!

**PENN DIXIE HOCKEY RAFFLE**  
**BUFFALO SABRES VS. NY ISLANDERS**

Zoladz Construction has graciously donated two sets of two tickets to their suite for the December 27, 2014, Buffalo Sabres vs. NY Islanders game in First Niagara Center at 7PM. Tickets are $5 each or 5 tickets for $20. The drawing for the two sets of tickets will be held at the 19th Annual HNHS/Penn Dixie Fundraiser on November 6, 2014, at the LaGalleria Restaurant, at 3923 Southwestern Blvd., Orchard Park, NY 14127. You can send in a check made out to Penn Dixie, PO Box 772, Hamburg, NY 14075 or call (716) 627-45460 to have tickets sent to you. Proceeds from this raffle will help support the programs, events, and operations of the Penn Dixie Site. Your support is greatly appreciated.

**GEOLOGY AND PALAEOONTOLOGY OF**  
**EIGHTEEN MILE CREEK AVAILABLE**

The reprinted Amadeus W. Grabau *Geology and Palaeontology of Eighteen Mile Creek* publication has arrived and is available for purchase. The book is selling for $34.95, plus $3.06 in NYS sales tax and $5.00 shipping and handling. This classic publication may be purchased for $38, with sales tax included. The shipping and handling costs are $5 in the U.S. The order form is available on the website at [www.penndixie.org](http://www.penndixie.org). This is a great birthday and holiday gift!

**PENN DIXIE SITE RANKED**  
**1ST IN FOSSIL PARK RANKINGS**  
**IN THE UNITED STATES**

The Geological Society of America Special Paper 474, June 2011, "Geobiological opportunities to learn at U.S. Fossil Parks" by Renee Clary, of Mississippi State University, and James Wandersee, of Louisiana State University, evaluated seven fossil parks and the Penn Dixie Paleontological and Outdoor Education Center in Hamburg, NY was ranked No. 1. Page 130 lists the rankings on Table 2 and the seven criteria that were evaluated. The paper provides additional details and information on the importance of these facilities to the public geobiological learning and tourism.

**VISIT [WWW.PENNDIXIE.ORG](http://WWW.PENNDIXIE.ORG)**
FOR PROGRAM, MEMBERSHIP, AND EVENT INFORMATION

HELP SUPPORT THE PENN DIXIE SITE!
TAKE OUT A PENN DIXIE MEMBERSHIP AND RECRUIT A NEW MEMBER TODAY!
Michael Slater Request for "Little Free Library"

Letter from Michael Slater, 20 Hancock Terrace, requesting Town Board approval to place a "Little Free Library" (outdoor community library) in the median of Hancock Terrace.

10/06/2014
Consent

RESULT: APPROVED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
September 26, 2014

Amherst Town Board
Dr. Barry Weinstein, Town Supervisor
Amherst, NY 14221

Dear sirs:

My name is Michael Slater and I live at 20 Hancock Terrace off Harlem Road in the town of Amherst. I am writing today to seek your approval for the emplacement of what is popularly known as a “Little Free Library” in the median of our street. This would consist of a standard box on a pedestal with shelves inside to hold donated books (see attached picture for both type and proposed location). We have lots of kids on the street who would benefit by having such an item in place, especially in heavy snows when regular library access is prohibitive.

With your approval of this proposal we will hope t have the library established by the end of October. Please do not hesitate to contact me with any question or issues that may arise in your deliberations.

Yours sincerely,

Michael D. Slater, D.O.

20 HANCOCK TERR
Amherst, NY 14226
716-289-6550
Sandra Koerber - 4176-4188 Sheridan Drive and 772 North Forest Road

Letter and photos from Sandra Koerber.

10/06/2014
Consent to refer to Planning.

RESULT: REFERRED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
SANDRA M. KOERBER  
54 Frankhauser Road  
Williamsville, New York  14221

September 17, 2014

Marjory Jaeger, Town Clerk  
Town of Amherst  
5583 Main Street  
Williamsville, New York  14221

Re: Communication to Town Board  
Copy of letter and photographs to US Army Corp. of Engineers  
4176 – 4188 Sheridan Drive  
772 North Forest Road  
Town of Amherst, Erie County, New York

Dear Ms. Jaeger:

Please register for public record the attached communication and photographs regarding the rezoning petitions of the above referred to properties.

Thank you,

Sandra M. Koerber

Enc.
SANDRA M. KOERBER
54 Frankhauser Road
Williamsville, New York 14221
(716) 565 - 1150

September 17, 2014

Lesta M. Ammons
Biologist
USACE Buffalo District
Regulatory Branch
1776 Niagara Street
Buffalo, New York 14207

Re: Application No. 1990-97632
772 North Forest Road, Town of Amherst, Erie County, New York
AND
Joint Application for Permit and project site plans at 4176 – 4188 Sheridan Drive, Town of Amherst, Erie County, New York

Dear Ms. Ammons:

In an effort to assist you in your determination of the wetlands connected by the channel on the above referred to properties I would like to submit the enclosed photographs for your review as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Photo One</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>Photo One</td>
<td>Channel west of Frankhauser (Sheridan Drive Properties)</td>
</tr>
<tr>
<td></td>
<td>Photo Two</td>
<td>Channel east of Frankhauser (772 North Forest Property)</td>
</tr>
<tr>
<td></td>
<td>Photo Three</td>
<td>772 North Forest south of channel</td>
</tr>
<tr>
<td>2014</td>
<td>Photo One</td>
<td>Channel west of Frankhauser (Sheridan Drive Properties)</td>
</tr>
<tr>
<td></td>
<td>Photo Two</td>
<td>Channel east of Frankhauser (772 North Forest Property)</td>
</tr>
<tr>
<td></td>
<td>Photo Three</td>
<td>772 North Forest south of channel</td>
</tr>
</tbody>
</table>

It is my understanding that historically this channel was a running stream connecting the wetlands on both properties. These photos were taken after heavy rains at the end of winter.

Sincerely,

Sandra M. Koerber

c.c. Gary Black, Ass’t. Director Amherst Town Planning Dept.
Thomas C. Ketchum, P.E., Amherst Engineering Dept.
Dr. Barry A. Weinstein, M.D., Supervisor Town of Amherst
Councilmember Guy R. Marlette, Town of Amherst
Councilmember Ramona D. Popowich, Town of Amherst
Councilmember Steven D. Sanders, Town of Amherst
Councilmember Mark A. Manna, Town of Amherst
Andrew J. Shaevvel, Mensch Capital Partners, LLC
Jay Ayoub, Elite Construction Development Corp.
Marjory Jaeger, Amherst Town Clerk
AJ Rybarczyk - Crosspoint Parkway

Letter requesting no Hopkins Road access be given to Crosspoint Business Park.

10/06/2014
Consent to refer to Planning.

RESULT: REFERRED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
From: AJ Rybarczyk  
Sent: Thursday, September 18, 2014 10:12 PM  
To: Weinstein, Barry  
Cc: Marlette, Guy; Manna, Mark; Popowich, Ramona D.; Sanders, Steven; Jaeger, Marjory  
Subject: Crosspoint Parkway Petition Feedback - 9/18  

Dr. Weinstein and Elected Councilmembers,  
My wife and I were unable to attend the planning board meeting scheduled for 9/18 at 6:30pm to discuss the request for relief of condition of rezoning (no vehicular access to Hopkins Road) from the Crosspoint business park. I would like to provide you with our feedback now. What drew us to this location on Hopkins Road in Amherst was the country setting away from traffic. There are already two major outlets from the business park. One to Millersport and one to North French. Both direct the traffic to the 990 quickly and efficiently. We do not wish to have unnecessary business/work traffic cutting through Hopkins and Schoelles Roads. We have a young child and the current speed limit on Hopkins Road is 30mph. I'm confident that those using this potential escape route from Crosspoint parkway will not respect the speed limits and community in this area. Many of the professionals employed in the business park do not live in Amherst. Therefore we would like to request that access NOT be granted to Hopkins Road by the Crosspoint business park. Nothing good can come from releasing traffic onto a small country road like Hopkins. If a third outlet from Crosspoint is necessary based on the growth please consider creating an exit directly to and from the 990 which is adjacent to Crosspoint.  

Thank you for your time.  

AJ & Nicole Rybarczyk  
3210 Hopkins Road  
Amherst, NY 14228
Kenneth V. Tunnah - Sacred Heart Academy

Letter of September 23, 2014, in regard to construction of new gym by Sacred Heart Academy.

10/06/2014
Consent to refer to Town Attorney.

RESULT: REFERRED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
Kenneth V Tunnah  
223 Crosby Blvd  
Eggertsville, NY 14226  
September 23, 2014

Dr. Barry A. Weinstein  
Amherst Supervisor  
Amherst Municipal Building  
5583 Main Street  
Williamsville, NY 14221  

Dear Sir,

We are demanding that the Town of Amherst deny/revoke certificate(s) of occupancy granted to Sacred Heart Academy (SHA) at 3860 Main St., Buffalo, NY 14226-3398 applicable to the new gym, for failure to meet the following code requirements:

1. Failure to comply with setback requirements for large buildings adjacent to R3 zoned properties. Apparent collusion of town employees/departments with Sacred Heart Academy (SHA) produced a building that clearly does not meet Amherst code. The Planning Department simply moved the school property boundary, with a stroke of a marker pen on a CF overlay plan, to rezone Maynard Alley from R3 to CF. For 80+ years, Sacred Heart Academy has never filed for a code change for Maynard Alley (a property it does not own). The Planning Board and/or Zoning Board of Appeals never held a public hearing, published a change or informed Amherst citizens of Maynard Alley rezoning to CF from R3. The imagined CF code existed just long enough to strip the protections of the R3 code from the citizens and move the SHA gym 25 feet closer to R3 residential properties. Without this north movement, SHA's gym could not be built. The elected Town Board, with the admonition of "correcting a wrong", reaffirmed the R3 code one month after it was discovered by Amherst citizens in June 2013. All Amherst departmental checks and balances failed to protect Amherst citizens by not demanding SHA's compliance with Amherst law. The Planning Department, Planning Board, Building Department and the Commissioner of Buildings all accepted the undocumented discovered CF code without the slightest investigation in spite of the well-known history and purpose of Maynard Alley. All are Amherst employees and charged in their job with enforcing the laws of Amherst as their primary duty. Amherst departments' well-coordinated actions eliminated due processes and denied Amherst citizens of their property and civil rights. The new gym can only be issued a Certificate of Occupancy after it is brought into full compliance with section 203-1 and other applicable zoning laws, as every other builder in Amherst is required to do.

2. The failure to meet Amherst parking code (Section 207-1-7) that requires 501 (without the Music building) parking spaces. The Planning Department, Planning Board, Building Department, Commissioner of Buildings and the Town Attorney approved a required parking plan submitted by
Sacred Heart Academy in March 2013. Before issuing permits, not one town department was able to produce a copy of the SHA required parking plan when requested, in spite of this critical requirement controlling whether the gym could even be considered. With town approval of parking requirements, building permits were issued to start construction over the objections of Amherst citizens in March 2013. The SHA Approved Parking Plan was filed in the Erie County Clerk's office in July 2013. This filing by SHA, required by Amherst code, certified by Sacred Heart Academy to meet Amherst code, contained zero code-approved parking spaces. When this apparent deception was presented to the elected Town Board, they granted a 2-week remedy period to SHA. The Town Board issued a stop work order after SHA failed to provide any code meeting parking plan. The absence of a valid parking plan, by itself, should have invalidated all building permits and questions how permits were ever issued. The Commissioner of Buildings, who just weeks earlier stated that SHA committed a "fatal error", unilaterally lifted the work stoppage with the statement that "Sacred Heart Academy was making progress" in solving its parking problem. Sacred Heart Academy was permitted to continue construction of the "shell" for another 3 months, over the objections of citizens, without a valid parking plan. Documents in the weeks before November show a collaboration of the Planning Department, Planning Board, Building Department, the Commissioner of Buildings and SHA to defeat the very intent of the law requiring parking spaces for new construction. On November 26, 2013, the Planning Board and the Town Commissioner of Buildings approved a new "Paper" parking plan. This new plan now required zero parking spaces! This new parking plan does not even acknowledge the existence of the gym! The Planning Board now approved a required parking plan that need not ever be built. The Commissioner of Buildings blessed this new plan with the approval of shared parking with KeyBank/Benchmark. The 25 SHA Music Hall parking spaces and 25 Keybank/Benchmark parking spaces would establish a "shared parking" relationship for SHA. These 25 Keybank/Benchmark spaces, that previously failed code requirements in March 2013, are now drafted again to pretend SHA has the ability to park a large number of cars by "sharing" its neighbor's lot. The Commissioner of Building further decreed, since all parking is now on SHA property, Amherst no longer has jurisdiction. SHA is now free to build its gym with no Amherst oversight. The Commissioner's active participation in deriding this tissue thin cover clearly demonstrates the futility of citizen's faith in a government of laws. All Amherst departmental checks and balances failed to protect Amherst citizens by not demanding SHA's compliance with Amherst law. With active town participation from all departments to thwart the law, these plans deny the very existence of a parking code and make a mockery of Amherst's entire published code. The Planning Department, Planning Board, Building Department, the Commissioner of Buildings and the Town Attorney approved two parking plans for SHA. Plan "A" in March 2013 offered zero code approved parking spaces. Plan "B" in November 2013 offered zero code approved parking spaces. All are Amherst
employees and charged in their job with enforcing the laws of Amherst as their primary duty. Amherst departments' well-coordinated actions eliminated due processes and denied Amherst citizens of their property and civil rights. The new gym can only be issued a Certificate of Occupancy after it is brought into full compliance with section 207-7 and other applicable zoning laws, as every other builder in Amherst is required to do.

3. The failure to meet Amherst, DEC and EPA requirements for construction of the gym and parking lot on a 7.6-degree northward slope for flood and erosion protection. This failure presents an imminent flood and erosion threat to the north downhill residents with a fundamental design flaw of plastic piping water storage on a slope terminating in an open receiver. This design flaw has been demonstrated by numerous code violating floods during construction. The newly approved parking plan on SHA property added additional flood and erosion risks. Amherst failed to file with DEC a drainage plan for both the gym and required parking lot. Misrepresentation on the SEQR by SHA and the Planning Department, approved by all town departments, allowed all constructs of this gym to be considered built on level ground. This allowed the true height of the gym (approaching 40') to be hidden from citizen's scrutiny with presentations by SHA and the Planning Department of 24' as the true elevation for the gym. The Planning Department director led meetings with citizens and SHA. He advocated SHA's position vigorously confusing citizens of his role. The Planning Department, Planning Board, Building Department and the Commissioner of Buildings failed to protect the downhill residents by not forcing SHA's compliance with DEC and Amherst code requirements. All are Amherst employees and charged in their job with enforcing the laws of Amherst as their primary duty. Amherst departments' well-coordinated actions eliminated due processes and denied Amherst citizens of their property and civil rights. The new gym can only be issued a Certificate of Occupancy after it is brought into full compliance with section 203-1 and other applicable zoning laws, as every other builder in Amherst is required to do.

4. The failure to present any valid sound measurements, by any recognized measuring authority that this steel gym building will comply with Amherst code requirements of sound levels in residential (R3) areas. The SEQR minimizes noise of this large double gym and its impact on neighboring R3 properties 23 feet away. Measurements (with calibrated sound meter) at resident's homes indicate summer time background sound levels averaging 52 dB. Estimates of the sound levels produced from four sport teams and 300 cheering supporters on two courts could approach 79 dB at the homes of residents. These estimates clearly mandate a rigid compliance with Amherst code. The manufacturer of the steel building has no sound measurements for residential uses or locations. The Planning Department refused to review or produce certifications of the sound code worthiness of this steel gym.
The Planning Department, Planning Board, Building Department and the Commissioner of Buildings failed to protect the downhill residents by not forcing SHA’s compliance with EPA and Amherst code requirements. All are Amherst employees and charged in their job with enforcing the laws of Amherst as their primary duty. Amherst departments’ well-coordinated actions eliminated due process and denied Amherst citizens of their property and civil rights. The new gym can only be issued a Certificate of Occupancy after it is brought into full compliance with section 203-1 and other applicable zoning laws, as every other builder in Amherst is required to do.

Comments:

Throughout all stages of planning and approvals, a concerted effort by Amherst and SHA to eliminate all code obstacles that would prevent construction of this gym yielded creative interpretations that defeated the very purpose of the law.

The Commissioner of Buildings exceeded his authorities granted by law with decisions to propel this project forward when confronted with issues that SHA could not resolve. The law clearly points to SHA, the builder, as the responsible party to obey the law. When the lawmaker, law enforcer and law interpreter become one and assume the role of the builder, "Paper Parking" will find a haven.

Only one planning board member ever objected to any plan. He declared the building "ugly".

To explain the ease and skill, with which the Planning Board strips Amherst citizens of protective laws and rights, requires a new concept of democracy.

Collusion with Amherst departments may explain Sacred Heart Academy's confidence that it could build this gym meeting Amherst code. To continue building when these issues were exposed to all, points to something more encompassing.

Daemen College and other Amherst projects apparent success in building outside of code may have guided SHA, the Town Commissioner and departments under him, how far the laws could be ignored or bent.

The revitalization of older sections of Amherst should be achieved with full public participation. A small group of town employees should not be allowed to implement their vision of Amherst in secrecy.

A builder that cannot afford to build within code boundaries cannot offer a lack of funding for code modification.

SHA’s gym is not an isolated project but perhaps the cap on a mountain of abuse.

CNG (Crosby Neighbors Group)
Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

COMMUNICATION 2014-259

Jaclyn Santa Maria - Westwood Country Club

Letter of September 27, 2014, from Jaclyn Santa Maria regarding proposed development at Westwood Country Club site.

10/06/2014
Consent to refer to Planning.

RESULT: REFERRED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
I. Santa Maria  
28 Delamere Road  
Williamsville, N.Y. 14221  
September 27, 2014

Supervisor Barry A. Weinstein  
Amherst Town Board  
5583 Main Street  
Williamsville, N.Y. 14221

Dear Supervisor Weinstein:

Enclosed please find a copy of an article which I recently submitted to Everybody’s Column at The Buffalo News. I wanted the Amherst Town Board to have a copy of my article on file.

Thank you for your time and attention to this matter.

Sincerely,

Jaclyn Santa Maria

Jaclyn Santa Maria
"Keep Westwood Green"

Congratulations and thank you to the Amherst Planning Department for sending Mensch Capitol back to the drawing board to re-address deficiencies in the DGEIS (Draft Generic Environmental Impact Statement) which the recently submitted to the Amherst Town Board to try and turn Westwood Country Club into a "mixed use neighborhood."

As an Amherst resident who lives literally across the street from Westwood and as a golf member of Westwood, I absolutely despise the fact that Mensch Capitol wants to tear up this beautiful golf course and property to build this unneeded "monstrosity."

Where will all the wildlife go? What about the loss of valuable wetlands that...
with flood control and provide a habitat for the wildlife? What will we as residents be breathing in for the next 7-10 years during construction? What about the increase in traffic congestion and accidents? What about the criminal element coming into this new neighborhood? What about the sewer, drainage, and sanitation issues? These are just a few of the many, many issues that we, as residents, are very concerned about.

Again, thank you to the Amherst Planning Department and Town Board for seeing through the many "holes" in Mensch Capitol's proposal and for making them re-submit their proposal regarding these and many other issues. KEEP WESTWOOD GREEN!

Jackie Santa Maria
Williamsville, N.Y.
Submitted By:

Jackie Santa Maria
26. Delamere Road
Williamsville, N.Y. 14221
(716) 310-9920
Notice of Claim: Mark Utech Vs. Town of Amherst Et Al.

10/06/2014
Consent to refer to Town Attorney.

RESULT: REFERRED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
STATE OF NEW YORK : SUPREME COURT : COUNTY OF ERIE

MARK UTECH

Claimant

vs.

TOWN OF AMHERST
TOWN OF AMHERST YOUTH AND RECREATION BOARD

Respondent

TO: E. Thomas Jones, Esq.
TOWN OF AMHERST
Town Attorneys Office
5583 Main Street
Williamsville, NY 14221

To whom it may concern:

PLEASE TAKE NOTICE, that the undersigned hereby makes claim against and submits the following in compliance with the applicable statutes of the State of New York.

1. The Claimant herein is MARK UTECH, who resides at.

2. The Claimant herein is represented by the law firm of BROWN CHIARI LLP, 5775 Broadway, Lancaster, New York 14086-2360. The subject claim is for personal injuries and medical expenses sustained by reason of injury to Claimant MARK UTECH.

SEP24'14 PM 2:39

- BROWN CHIARI LLP -
3. The incident giving rise to these damages occurred on July 23, 2014 while Claimant MARK UTECH was participating in a Town of Amherst Youth and Recreation Department kick ball league game at the Dellwood Diamonds located near Millersport Highway, Amherst, NY.

4. The said damages for which claim is hereby made arose in the following manner, to wit:

Claimant MARK UTECH was participating in a Town of Amherst Youth and Recreation Department kick ball league game at the Sattle Field in Dellwood Park located near Millersport Highway, Amherst, NY. Claimant extended his right foot to touch third base and the base broke apart. Claimant fell forward and as a result he severely lacerated his right leg. Upon information and belief, the aforesaid incident was caused by the negligence of the Town of Amherst and the Town of Amherst Youth and Recreation Department, its agents, servants and/or employees for failing to properly design, maintain, inspect and repair third base located at the Sattle Field in Dellwood Park.

5. Claimant MARK UTECH sustained personal injuries, which include, but are not limited to severe lacerations to the right leg requiring multiple sutures resulting in infection and necessitating subsequent debridement surgeries.

6. The subject claim is for a sum to be determined by a jury.

DATED: September 18, 2014

Mark Utech

- BROWN CHIARI LLP -
Summons and Complaint: CITIMORTGAGE Inc. Vs Town of Amherst Et Al.

10/06/2014 Consent to refer to Town Attorney.

RESULT: REFERRED [UNANIMOUS]
MOVER: Guy R. Marlette, Deputy Supervisor
SECONDER: Steven D. Sanders, Councilmember
AYES: Weinstein, Marlette, Manna, Sanders, Popowich
SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ERIE  

CITIMORTGAGE, INC.,  

Plaintiff,  

v.  

LISA M MOL; TOWN OF AMHERST; "JOHN DOES" and "JANE DOES," said names being fictitious, parties intended being possible tenants or occupants of premises, and corporations, other entities or persons who claim, or may claim, a lien against the premises,  

Defendants.  

CERTIFICATE OF MERIT  
PURSUANT TO CPLR 3012-b  

Index No.: 81 1092/2014  
Mortgaged Premise Address:  
757 LORETTA STREET  
TONAWANDA, NY 14150  

1. I am an attorney at law duly licensed to practice in the State of New York, and am affiliated with the law firm of ROSICKI, ROSICKI & ASSOCIATES, P.C., attorney for Plaintiff CITIMORTGAGE, INC. in this action.  

2. I have reviewed the facts of this case and reviewed pertinent documents, including the mortgage, security agreement and note or bond underlying the mortgage executed by Defendant, all instruments of assignment (if any), and all other instruments of indebtedness including any modification, extension, and consolidation.  

3. I have consulted about the facts of this case with the following representatives of Plaintiff:  

Name | Title  
--- | ---  
KRISTI L. AUSTIN | Vice President-Document Control  

4. Upon this review and consultation, to the best of my knowledge, information, and belief, I certify that there is a reasonable basis for the commencement of this action, and that Plaintiff is the creditor entitled to enforce rights under these documents.  

5. Listed in Exhibit A and attached hereto are copies of the following documents not otherwise included as attachments to the Summons and Complaint: the mortgage, security agreement and note or bond underlying the mortgage executed by the Defendant; all instruments of assignment (if any); and any other instrument of indebtedness, including any modification, extension, and consolidation. (Check box if no documents are attached in Exhibit A: ✔.)  

6. Listed in Exhibit B and attached hereto are supplemental affidavits attesting that certain documents as described in paragraph 5 supra are lost, whether by destruction, theft, or otherwise.
(Check box if no documents are attached in Exhibit B: √.)


Dated: September 24, 2014

Tara Kellner, Esq.
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

CITIMORTGAGE, INC.,

-against-

LISA M. MOL; TOWN OF AMHERST; "JOHN DOES" and "JANE DOES," said names being fictitious, parties intended being possible tenants or occupants of premises and corporations, other entities or persons who have, claim, or may claim, a lien against, or other interest in, the premises,

Defendants.

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 Attorneys within twenty (20) days after the service of this Summons, exclusive of the day of service, where service is made by delivery upon you personally within the State, or within thirty (30) days after completion of service where service is made in any other manner, 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.

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.

The following notice is intended only for those Defendants who are owners of the premises sought to be foreclosed or who are liable upon the debt for which the mortgage stands as security.

YOU ARE HEREBY PUT ON NOTICE THAT WE ARE ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

The amount of the Debt: $122,309.28 consisting of a principal balance of $72,930.33 plus interest of $23,429.66, escrow/impound shortages or credits of $22,155.28, interest on escrow charges of $1,901.09, late charges of $0.00, Broker’s Price Opinion, inspection and miscellaneous charges of $553.50, Surrogate’s search fee $21.73, attorney fee of $780.00, and title search fee of $537.69. Because of interest and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive the check, in which event we will inform you.

The name of the creditor to whom the debt is owed: CITIMORTGAGE, INC.
Unless you dispute the validity of the debt, or any portion thereof, within thirty (30) days after receipt hereof, the debt will be assumed to be valid by Rosicki, Rosicki & Associates P.C.

If you notify Rosicki, Rosicki & Associates P.C. in writing within thirty (30) days after your receipt hereof that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of any judgment against you representing the debt and a copy of such verification or judgment will be mailed to you by Rosicki, Rosicki & Associates P.C.

Upon your written request within 30 days after receipt of this notice, Rosicki, Rosicki & Associates P.C. will provide you with the name and address of the original creditor if different from the current creditor.

Note: Your time to respond to the Summons and Complaint differs from your time to dispute the validity of the debt or to request the name and address of the original creditor. Although you have as few as 20 days to respond to the Summons and Complaint, depending on the manner of service, you still have 30 days from receipt of this Summons to dispute the validity of the debt and to request the name and address of the original creditor.

TO THE DEFENDANTS, except LISA M. MOL: The Plaintiff makes no personal claim against you in this action.

TO THE DEFENDANTS: LISA M. MOL: If you have obtained an Order of Discharge from the Bankruptcy Court, which includes this debt, and you have not reaffirmed your liability for this debt, this lawsuit is not alleging that you have any personal liability for this debt and does not seek a money judgment against you. Even if a discharge has been obtained, this lawsuit to foreclose the mortgage will continue and we will seek a judgment authorizing the sale of the mortgaged premises.

Dated: September 10, 2014

[Signature]
Tara Kellner, Esq.
ROSICKI, ROSICKI & ASSOCIATES, P.C.
Attorneys for Plaintiff
Main Office 51 E Bethpage Road
Plainview, NY 11803
516-741-2585
SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ERIE  

CITIMORTGAGE, INC.,  
Plaintiff,  

-against-  

LISA M. MOL, TOWN OF AMHERST; "JOHN DOES" and "JANE DOES," said names being fictitious, parties intended being possible tenants or occupants of premises and corporations, other entities or persons who have, claim, or may claim, a lien against, or other interest in, the premises,  

Defendants.  

Plaintiff, by its attorney, ROSICKI, ROSICKI & ASSOCIATES, P.C., complaining of the Defendant(s) alleges, upon information and belief as follows:  

FIRST CAUSE OF ACTION  

1. At all times hereinafter mentioned, Plaintiff CITIMORTGAGE, INC. was and still is duly organized and existing under the laws of the State of New York.  

2. At all times hereinafter mentioned, the Defendants were, and still are, residents, corporations and/or bodies politics, duly authorized to reside and/or exist in and under the laws of New York State.  

3. On or about July 29, 2008, LISA M. MOL executed and delivered to DEVERE MORTGAGE CORPORATION, a note bearing date that day, whereby LISA M. MOL covenanted and agreed to pay the sum of $73,915.00, with interest on the unpaid balance thereof, at the rate of 6.5000 percent per annum, to be computed from the date of said note, by payments of $467.20 on September 1, 2008 and thereafter in payments of $467.20 on the like date of each subsequent month, until said note is fully paid, except that the final payment of principal and interest remaining due, if not sooner paid, shall become due and payable on August 1, 2038. See note attached as an Exhibit hereto.  

4. As collateral security for the payment of said indebtedness, the aforesaid Defendant LISA M. MOL, also executed, acknowledged and delivered to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR DEVERE MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS, a mortgage dated July 29, 2008 and recorded in the County of Erie on July 29, 2008 in Book 13414 of Mortgages at Page 1169. The mortgage tax was duly paid. Thereafter said mortgage was assigned to Plaintiff by assignment of mortgage dated May 25, 2010 and recorded in the County of Erie in Book 13501 at Page 1685 on August 20, 2010. 

Said mortgaged premises being known as and by street address: 
757 LORETTA STREET, TONAWANDA, NY 14150, bearing tax map designation:  

Section: 53.84 Block: 3 Lot: 38  

which premises is more fully described in Schedule "A," annexed hereto and made a part hereof.
5. Plaintiff

(a) is the holder of the subject note and mortgage, or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject mortgage and note; and

(b) has complied with all the provisions of section five hundred ninety-five-a of the Banking Law and any rules and regulations promulgated thereunder, section six-L or six-M of the Banking Law; and

(c) is in compliance with sending the ninety (90) day notices as required by RPAPL §1304; and

(d) is in compliance with RPAPL §1306, if applicable. The tracking number provided by the New York State Department of Financial Services for the reporting is NYS3537349.

6. Said premises are subject to covenants, restrictions, easements of record, prior mortgages and liens, and amendments thereto, if any; to any state of facts an accurate survey may show; railroad consents and sewer agreements, and to utility agreements, municipal and governmental zoning, rules, regulations and ordinances, if any.

7. That the Mortgagors, their successors, assigns and/or transferees, have failed to comply with the terms and conditions of said above named instrument[s] by failing or omitting to pay the installment which became due and payable as of November 1, 2009 and also by failing or omitting to pay the installment which became due and payable each and every month thereafter, to the date hereof, although duly demanded.

8. The total monthly payment due as of default date to Plaintiff is $743.29.

9. That the terms of the above described instruments provide: (1) that the whole of said principal sum and interest shall become due at the option of the Mortgagee after default in the payment of any installment of principal or of interest; (2) that upon any default the Mortgagor will pay to the Mortgagee any sums paid for taxes, charges, assessments, and insurance premiums upon said mortgaged premises; (3) that in case of sale under foreclosure, the premises may be sold in one parcel.

10. Pursuant to the terms of said instrument[s] notice of default has been duly given to the Defendant LISA M. MOL if required, and the period to cure, if any, has elapsed and by reason thereof, Plaintiff has elected and hereby elects to declare immediately due and payable the entire unpaid balance of principal.

11. That the balance of principal due upon said note and mortgage as of the date of said default and as of the time of this Complaint is $72,930.33 plus interest from October 1, 2009.

12. That in order to protect its security, Plaintiff may be compelled during the pendency of this action to make repairs to, board, secure, protect and maintain the premises, to pay taxes, assessments, water rates, sewer rentals, insurance premiums, mortgage insurance premiums, if there be any, and other charges affecting the premises, and the Plaintiff requests that any sum so paid be added, including legal fees to the sum otherwise due, with interest as provided in the aforesaid instruments, and be deemed secured by said instrument[s] and adjudged a valid lien on the premises hereinabove described.

13. That the Plaintiff requests that in the event this action proceeds to Judgment of Foreclosure and Sale, said premises be sold subject to covenants, restrictions and easements, prior mortgages and liens, and amendments, if any, of record; any state of facts an accurate survey may show; restrictions, regulations, ordinances and zoning ordinances of any municipal or governmental authority having jurisdiction thereof; and municipal, departmental and other governmental violations, if any, affecting the
premises; and real estate taxes, sewer rents, water charges, if any, open of record.

14. That a prior action was commenced at law or otherwise for the recovery of the sum or any part thereof secured by the said instrument[s] by filing a Summons & Complaint in the Office of the Erie County Clerk on May 25, 2010, bearing Index Number 2010-5257. Plaintiff discontinued said action.

15. That the Defendants all have or claim to have some interest in or lien[s] upon the said mortgaged premises, or some part thereof, which interest or lien[s], if any, has [have] accrued subsequently to the lien[s] of the said mortgage[s] or was in express terms or by law made subject thereto, or has [have] been duly subordinated thereunto.

16. That the Defendants "JOHN DOES" and "JANE DOES" may be tenants or may be in possession of the aforementioned premises, or may be corporations, other entities or persons who claim, or may claim, a lien against the premises.

17. That the basis for naming any political subdivision, governmental agency or similar body, or the holder of a security interest in either personal property or real property, if any, is set forth as Schedule "B."

SECOND CAUSE OF ACTION

18. Plaintiff repeats and reiterates each and every allegation of the Complaint in paragraphs "1" through "17" with the same force and effect as if set forth herein.

19. That this action is brought in part pursuant to Article 15 of the Real Property Actions and Proceedings Law.

20. That no personal claim is being made against the Defendants herein under the Second Cause of Action.

21. That the mortgage dated July 29, 2008 and recorded in the Office of the Erie County Clerk on July 29, 2008 in Book 13414 at Page 1169 has been duly recorded against the premises known as 757 LORETTA STREET, TONAWANDA, NY 14150, bearing tax map designation: Section: 53.84, Block: 3, Lot: 38, and more fully described in Schedule "A." Thereafter an assignment of mortgage from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR DEVERE MORTGAGE CORPORATION to CITIMORTGAGE was executed on May 25, 2010 and recorded in the Office of the Erie County Clerk on August 20, 2010 in Book 13501 at Page 1685.

22. That through mutual mistake of the parties to the transaction, the assignment of mortgage erroneously reflects the name of the assignee as CITIMORTGAGE.

23. That the correct name of the assignee is CITIMORTGAGE, INC.

24. That the assignment of mortgage as recorded fails to accurately reflect the intent of the parties.

25. That by virtue of the fact that the Plaintiff acquired the mortgage, the Plaintiff has an interest in the subject premises.

26. That the Plaintiff will make a request in the Order of Reference that the Court issue an Order deeming the aforementioned assignment of mortgage reformed nunc pro tunc from the date of recording to reflect the name of the assignee as CITIMORTGAGE, INC.
27. That the reformation of the aforesaid assignment of mortgage will not prejudice the Defendant(s).

28. That the Court has jurisdiction to grant such relief and the Plaintiff has no adequate remedy at law.

WHEREFORE, Plaintiff demands judgment for the following:

A) On the first cause of action, that the Defendants and all persons claiming under them subsequent to the filing of the Notice of Pendency of this action in the County of Erie may be forever barred and foreclosed from all right, title, claim, lien and equity of redemption in said mortgaged premises, and each and every part thereof; except the right of the United States of America and its political subdivision, if it or they be a party to this action, to redeem as provided for in the applicable laws; that the said premises may be decreed to be sold according to law; that the amount of principal due the Plaintiff on said note and mortgage may be adjudged in the sum of $72,930.33 plus interest from October 1, 2009, and that from the money arising from the sale, Plaintiff be paid the amount of $72,930.33 principal due it on said note and mortgage with interest and late charges that may be due and owing to the time of such payment plus the expenses of sale and the costs and expenses of this action, together with any sum which may be paid by the Plaintiff for repairs to, boarding, securing, protecting and maintaining the premises, taxes, charges, assessments and insurance premiums upon said mortgaged premises, with appropriate interest thereon so far as such moneys properly applicable thereto will pay the same; that the Defendant LISA M. MOL be adjudged to pay any deficiency which may remain; that a Receiver, upon Plaintiff's application therefore, be forthwith appointed for said mortgaged premises for the benefit of the Plaintiff, with all powers of receivers in such actions, and that the Plaintiff have such other and further relief as may be just and proper in the premises, together with attorney's fees, costs and disbursements of this action;

B) On the second cause of action, that the assignment of mortgage be deemed reformed *nunc pro tunc* from the date of recording to reflect the correct name of the assignee;

C) That the Plaintiff may have such other and further relief in the premises as may be deemed just and equitable.

Dated: September 10, 2014

Tara Kellner, Esq.
ROSICKI, ROSICKI & ASSOCIATES, P.C.
Attorneys for Plaintiff
Main Office 51 E Bethpage Road
Plainview, NY 11803
516-741-2585