

# Village of Williamsville

Village Board  
Work Session Agenda  
Village Hall, 5565 Main St.

**April 23, 2018**

**6:00 p.m.**

Guest(s) Julie Almond, Store Manager, Starbucks Williamsville - Partnering with the Village for volunteers

**Amherst Police Report**

**Fire Dept. Report**

**Correspondence**

**Grants Update**

**Village Board Reports**

**Mayor DeLano**

1. Mayor's Executive Summary
2. Union Road repave/re-stripe plan

**Trustee Yates**

1. DRI grant

**Trustee Etu**

**Deputy Mayor Piazza**

**Trustee Rogers**

1. E. Spring St. Parking Bollards

**Department Head Reports**

**Attorney**

**Administrator**

1. Local Waterfront Revitalization Plan (LWRP)
2. Director of Community Development

**DPW**

**Director of Community Development**

**Old Business**

1. Solar panel regulation



## MEETING SCHEDULE

(NOTE: Dates/times are subject to change. Please call the Village Clerk's office at 632-4120 for the most up to date information)

- 1<sup>st</sup> Mon. – Planning Board meeting at 7:30pm
- 1<sup>st</sup> Mon. – Arts & Culture Committee meeting at 7:00pm
- 2<sup>nd</sup> Mon. – Village Board Work Session at 6:00pm / Meeting 7:30pm
- 3<sup>rd</sup> Mon. – Environmental Advisory Council at 7:00pm  
Parks Committee at 6:30pm (Ad hoc)
- 4<sup>th</sup> Mon. – Village Board Work Session at 6:00pm / Meeting 7:30pm
- 1<sup>st</sup> Tues. – Glen Park Joint Board – Meets at Town Hall at 7:00pm
- 2<sup>nd</sup> Tues. – Beautification Committee at 6:30pm (Ad Hoc)
- 3<sup>rd</sup> Tues. – Meeting House Events Committee at 6:30pm (Ad hoc)
- 3<sup>RD</sup> Tues. – Glen Park Art Festival Committee at 7:30pm
- 4<sup>th</sup> Tues. – Glen Park Art Festival Committee at 7:30pm
- 2<sup>nd</sup> Wed. - Tree Board at 6:30pm
- 2<sup>nd</sup> Wed. – Parks Committee at 7:15pm
- 3<sup>rd</sup> Wed. – Zoning Board at 7:30pm
- 1<sup>st</sup> Thur. – Traffic & Safety Committee at 7:00pm
- 4<sup>th</sup> Tues. – Historic Preservation Commission at 7:00pm
- 4<sup>th</sup> Tues. – Youth & Recreation Committee at 7:00pm
- 4<sup>th</sup> Thur. – Sign Code Committee at 6:30pm
- 4<sup>th</sup> Fri. – Open Government Committee at 4pm every other month

## Meetings & Events

All meetings are at Village Hall unless otherwise noted.

### April 2018

- 24 Historic Preservation Comm. meeting at 7pm
- NO Youth & Rec meeting in April
- 26 Sign Code Comm. meeting at 6:30pm
- 26 Village Garden Walk meeting at 6:30pm
- 27 Open Gov't Comm. meeting at 4pm

### May 2018

- 1 Glen Park Joint Board meeting at TOA at 7pm
- 3 Traffic & Safety meeting at 7pm
- 7 Planning Board meeting at 7:30pm
- 9 Tree Board meeting at 6:30pm
- 9 Parks Comm. meeting at 7:15pm
- 14 Village Board Work Session at 6pm/Meeting at 7:30pm**
- 15 Glen Park Art Festival meeting at 7:30pm
- 15 Meeting House Comm. meeting at 6:30pm at MH
- 19 Story Time at Village Hall at 9:30am
- 19 Volunteer Village Garden Planting Day at 9am at Pocket Park
- 21 Environmental Comm. meeting at 7pm
- 22 Historic Preservation Comm. meeting at 7pm
- 22 Youth & Rec Comm. meeting at 7pm
- 24 Sign Code Comm. meeting at 6:30pm
- 28 Village Offices Closed – Memorial Day
- 29 Village Board Work Session at 6pm/Meeting at 7:30pm**

Visit the Village website at [www.walkablewilliamsville.com](http://www.walkablewilliamsville.com)

For Village information, news & events.

**Give back to your Village community... Volunteer!**

**Beautification Committee is looking for volunteers.**

**Call Village Hall at 632-4120 for more info.**

**Follow us on [www.Facebook.com/williamsville](https://www.facebook.com/williamsville)**

## Village Board Liaisons (Updated 3/13/18)

**MAYOR DELANO:** DPW, Personnel, Insurance, Amherst Police Dept., Executive Safety Committee, Records Management Committee, Fire Dept., Tree Board

**TRUSTEE PIAZZA:** Amherst Utility Cooperative, Zoning Board of Appeals, Inter-governmental Agency; Glen Park Art Festival Committee

**TRUSTEE ROGERS:** Meeting House Committee, Glen Park Joint Board, Open Government Committee, Planning and Architectural Review Board, Sign Code Committee

**TRUSTEE YATES:** Arts & Culture Committee, Historic Preservation Commission, Williamsville Business Association, Youth & Recreation Committee

**TRUSTEE ETU:** Parks Committee, Traffic & Safety Committee, Beautification Committee, Environmental Advisory Council

## Summer in the Village

**Youth & Rec Story Time – May 19**

**VFW Memorial Day Parade – May 28**

**Earth Day – June 2**

**Rotary Strawberry Festival – June 20**

**“Touch a Truck”, Lehigh Train Depot – July 7**

Presented by WNY Railway Historical Society

**Old Home Days – July 10 – 13**

**Family Movie Night in Island Park – July 20**

**Village Garden Walk with a Tiny Twist – July 21**

**Glen Park Art Festival – July 28 & 29**

**Amherst Symphony Orchestra Concert – August 7**

In Island Park

**Main Street Block Party - August 11**

**Family Movie Night in Island Park – August 24**



## DELANO #1

**RESOLVED**, that the following *budget transfers* are hereby made in the *General Fund* for the *2017-2018* fiscal year:

To:	001-1010-4040 (Board of Trustees – Education Expense &Travel)	\$31.00
From:	001-1210-4040 (Mayor – Education Expense &Travel)	\$31.00
To:	001-1410-2000 (Village Clerk – Equipment)	\$2,850.00
	001-3620-2000 (Safety Inspection-Equipment)	\$2,150.00
From:	001-1620-2000 (Buildings-Equipment)	\$5,000.00
To:	001-1640-4440 (Central Garage-Parts)	\$41.00
	001-1640-4450 (Central Garage-Misc.)	\$45.00
From:	001-1640-4161 (Central Garage-Small Equipment Repairs)	\$86.00
To:	001-3410-4160-3404 (Fire Protection – Truck Expense/Rescue 4)	\$456.00
	001-3410-4160-3406 (Fire Protection – Truck Expense/Ladder 6)	\$2,266.00
	001-3410-4160-3409 (Fire Protection – Truck Expense/Chief’s Vehicle)	\$245.00
	001-3410-4160-3471 (Fire Protection – Truck Expense/2012 Polaris ATV)	\$438.00
	001-3410-4160-3491 (Fire Protection – Truck Expense/Asst. Chief’s Vehicle)	\$40.00
From:	001-3410-4160 (Fire Protection – Truck Expense)	\$2,364.00
	001-3410-4160-3407 (Fire Protection-Truck Expense/Rescue 7	\$1,081.00
To:	001-3410-4010 (Fire Protection – Office Supplies)	\$281.00
	001-3410-4111 (Fire Protection – Internet Access)	\$572.00
	001-3410-4610 (Fire Protection – Health & Welfare)	\$143.00
From:	001-3410-4620 (Fire Protection – Lease Copy Machine)	\$996.00
To:	001-3620-4450 (Safety Inspection – Misc.)	\$1,744.00
From:	001-3620-4040 (Safety Inspection – Education Exp. & Travel)	\$398.00
	001-3620-4041 (Safety Inspection – Mileage Reimbursement)	\$1,346.00
To:	001-5110-1000 (Street Maintenance – Personal Services)	\$3,655.00
	001-5142-1000 (Snow Removal-Personal Services)	\$1,181.00
	001-8560-1000 (Shade Trees-Personal Services)	\$2,540.00
From:	001-8163-1000 (Trash Pickup-Personal Services)	\$7,376.00
To:	001-5110-4161-0912 (Street Maintenance – Repairs/2012 CAT Hi-Lift)	\$370.00
From:	001-5110-4161 (Street Maintenance – Repairs/Equipment)	\$370.00
To:	001-7110-4165 (Parks – Repairs/Shelter Maintenance)	\$317.00
From:	001-7110-4169 (Parks – Repairs/Other)	\$317.00
To:	001-7530-4230 (Village Meeting House-Maint.)	\$80.00
From:	001-7530-4990 (Village Meeting House-Repairs)	\$80.00
To:	001-9055-8000 (Disability Insurance)	\$6.00
From:	001-9040-8000 (Worker’s Comp.)	\$6.00

**DELANO #2**

**RESOLVED**, that the following *budget transfer* is hereby made in the *Sewer Fund* for the *2017-2018* fiscal year:

To:	007-1950-4100 (Refund of Village Taxes)	\$777.00
From:	007-1910-4000 (Insurance)	\$777.00
To:	007-8120-4161 (Sanitary Sewers – Repairs/Lines)	\$26.00
From:	007-8120-4162 (Sanitary Sewers – Repairs/Equipment)	\$26.00

**DELANO #3**

**RESOLVED**, that the following *budget amendment* is hereby made in the *Glen Park Fund* for the *2017-2018* fiscal year to account for revenue received for memorial pavers:

Increase:	009-0009-2773 (Memorials-Pavers/Benches/Trees)	\$168.00
Increase:	009-7141-4490 (Memorials-Pavers/Benches/Trees)	\$168.00

**DELANO #4**

**RESOLVED**, that payroll and vouchers in the amount of **\$239,325.85** covering the period from 4/4/18 to 4/17/18 are hereby approved as follows:

**Payroll covering 4/2/18 – 4/15/18:** \$38,534.50

**Vouchers covering 4/4/18 – 4/17/18:**

General Fund	\$71,150.06
Water Fund	\$0.00
Sewer Fund	\$1,972.98
Glen Park Fund	\$520.24
Trust & Agency Fund	\$18,760.78
Debt Service	\$0.00
Community Development	\$0.00
Capital Fund	<u>\$108,387.29</u>
	\$200,791.35

**GRAND TOTAL:** **\$239,325.85**

**DELANO #5**

**WHEREAS**, the *Tentative Budget* for the **2018-2019** fiscal year has been duly represented to the Village Board by the Budget Officer and a duly advertised public hearing has been held thereon;

**NOW, THEREFORE, BE IT RESOLVED**, pursuant to Section 5-508(4) of Village Law, that the said tentative budget and the salaries and wages as stated in the Salary Schedule are hereby adopted for the Village of Williamsville for the **2018-2019** fiscal year, as follows:

- General Fund                    \$3.8813 per \$1,000 of assessed value at 100% equalization
- Water Fund                     \$1.87 surcharge
  
- Sewer Fund                     \$0.7538 per \$1,000 of assessed value  
    \$5.4208 per 1,000 gallons of water consumed
- Glen Park Fund
- Debt Service Fund

**DELANO #6**

**RESOLVED**, that Mark Kutner is hereby authorized for transitional duty for a period of 30 days, effective May 9, 2018.

**DELANO #7**

**RESOLVED**, that the following persons are hereby appointed Election Inspectors for the special election of the Village of Williamsville to be held on Tuesday, June 19, 2018 at a rate of \$120.00 each for the day, to be paid by the Village of Williamsville:

District #1: Village Hall – Auditorium, 5565 Main St., Williamsville, New York 14221

- Inspectors:
1. Al Reinhardt, 157 Columbia Dr.
  2. Patricia Reinhardt, 157 Columbia Dr.
  3. Nancy Vanderlinde, 374 Cadman Dr.
  4. Joan Jennings Scalfani, 262 Hirschfield Dr.

**BE IT FURTHER RESOLVED**, that the following persons are hereby appointed as Alternate Election Inspectors:

1. Carol Mayo, 106 Churchcroft Ln.
2. Donald Siwek, 7 Cadman Dr.

**BE IT FURTHER RESOLVED**, that *Al Reinhardt, 157 Columbia Dr.*, is hereby appointed *Chairperson of the Election Inspectors*.

**DELANO #8**

**RESOLVED**, that the change order from DiDonato Associates related to the E. Spring St. project is hereby approved, in the amount of \$5,518.78.

**DELANO #9**

**RESOLVED**, that Williamsville Firefighters Adam Oehmler, Scott Williams, and Chris Nalbach are hereby authorized to travel to Indianapolis, IN from April 24, 2018 through April 28, 2018, to attend the FDIC Conference, at a cost not to exceed \$5,125.00, to be paid by the Village of Williamsville.

**DELANO #10**

**RESOLVED**, that Cameron Ross, residing at 180 Catherine St., Williamsville, is hereby appointed as an active member of the Williamsville Fire Department, effective May 1, 2018.

**DELANO #11**

**WHEREAS**, the NYS DOT will be completing a road project on S. Union Rd. between Wehrle Drive (in the Town of Amherst) and Main Street (in the Village); and

**WHEREAS**, the initial plans called for a "road diet", which would reduce the number of lanes in certain areas from four lanes (two northbound and two southbound) to three lanes (one northbound, one southbound, and one center turn lane), however, this plan may not be implemented at this point, causing S. Union Rd. to remain a four lane road; and

**WHEREAS**, the conversion of four lane roadways to three lane roadways in other areas of Western New York has calmed traffic and made those roads much safer; and

**WHEREAS**, both the Amherst Traffic Safety Board and Williamsville Traffic & Safety Committee have reviewed the plans and favor the reduction of lanes for S. Union Rd.; and

**WHEREAS**, the Amherst Town Council has also reviewed the plans, as well as the recommendations of their Traffic Safety Board and are also in favor of the reduction of lanes;

**NOW, THEREFORE, BE IT RESOLVED**, that the Village of Williamsville Board of Trustees hereby concurs with the Amherst Traffic Safety Board, the Williamsville Traffic & Safety Committee, and the Amherst Town Council, and respectfully requests the NYS DOT implement the original three lane plan for S. Union Rd.

### **ETU #1**

**RESOLVED**, that the Mayor is hereby authorized and directed to enter into contract with Erie County for funding for the Village Cooperative Market of Williamsville feasibility study.

### **ROGERS #1**

**WHEREAS**, the Williamsville Meeting House Art Glass Window project was duly advertised and bids were opened on April 11, 2018; and

**WHEREAS**, two bids were received for the project;

**NOW, THEREFORE, BE IT RESOLVED**, that the project is hereby awarded to Jens Window Co., Inc. for their low bid of \$121,100; and

**BE IT FURTHER RESOLVED**, that following bid alternates/allowances may apply:

Alternate #1: \$240 per opening

Alternate #3: \$20,000 deduction if no abatement is required

Alternate #5: \$6,400 glass replacement

### **PIAZZA #1**

**RESOLVED**, that the Mayor is hereby authorized to sign the license agreement with the Williamsville Farmer's Market for the 2018 season.

**Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, April 9, 2018 at 7:30 p.m.**

The meeting was opened at 7:30 p.m. with the Pledge of Allegiance led by Trustee Yates.

Present: Daniel O. DeLano, Jr., Mayor  
Basil J. Piazza, Deputy Mayor  
Deborah L. Rogers, Trustee  
Matthew J. Etu, Trustee  
John "Al" Yates, Jr., Trustee

Also present: Lynda L. Juul, Administrator/Clerk-Treasurer  
Judith A. Kindron, Deputy Treasurer  
Charles Grieco, Village Attorney  
Maggie Winship, Community Development Director  
Ben Vilonen, DPW Crew Chief

**ON MOTION** by Mayor DeLano, seconded by Deputy Mayor Piazza, it was moved to approve the minutes of the regular meeting held on March 26, 2018, as submitted.

Unanimously carried.

<p style="text-align: center;"><b>Public Hearing 2018-2019 Tentative Budget</b></p>
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**ON MOTION** by Mayor DeLano, seconded by Deputy Mayor Piazza, it was moved at 7:37 p.m. to open the public participation portion of the meeting.

Unanimously carried.

The Administrator read aloud the notice of public hearing as it appeared in the March 21, 2018 Amherst Bee.

Mayor DeLano shared the highlights of the tentative budget.

No one from the audience addressed the Board.

**ON MOTION** by Mayor DeLano, seconded by Trustee Etu, it was moved at 7:43 p.m. to close the public hearing.

Unanimously carried.

**Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, April 9, 2018 at 7:30 p.m.**

**ON MOTION** by Mayor DeLano, seconded by Trustee Yates, it was moved to open the public participation portion of the meeting.

Unanimously carried.

Member(s) of the audience who spoke and their topic(s):

1. Carolyn Schlifke, 192 Evans St. – Regarding the wind storm last week – Asked if small twigs can be put inside an open container. *[Yes. For larger items, the Village picks up brush on the 2<sup>nd</sup> and 4<sup>th</sup> Mondays of the month. Must be in 4' sections and removed by the property owner, not a contractor.]*
2. Thomas Frank, 5403 Main St. – Union Rd. paving project; Removal of toll barrier; GBNRTC meeting 4/12/18; Town of Amherst Bi-centennial.

**ON MOTION** by Mayor DeLano, seconded by Trustee Etu, it was moved to close the public participation portion of the meeting.

Unanimously carried.

**Report – Mayor DeLano**

*Mayor DeLano reported on the following topic(s):* Working on a date for a public informational meeting regarding the S. Union Road “Road Diet” Project.

**ON MOTION** by Mayor DeLano, seconded by Trustee Yates, the following resolution was adopted:

**RESOLVED**, that payroll and vouchers in the amount of **\$101,333.44** covering the period from 3/21/18 to 4/3/18 are hereby approved as follows:

**Payroll covering** 3/19/18 – 4/1/18: \$32,977.06

**Vouchers covering** 3/21/18 – 4/3/18:

General Fund	\$41,392.08
Water Fund	\$0.00
Sewer Fund	\$13,485.78

**Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, April 9, 2018 at 7:30 p.m.**

Glen Park Fund	\$1.78
Trust & Agency Fund	\$13,476.74
Debt Service	\$0.00
Community Development	\$0.00
Capital Fund	<u>\$0.00</u>
	\$68,356.38

**GRAND TOTAL:** **\$101,333.44**

Unanimously carried.

**ON MOTION** by Mayor DeLano, seconded by Deputy Mayor Piazza, the following resolution was adopted:

**RESOLVED**, that *Julie Budziszewski* is hereby appointed as a *Sub-Registrar of Vital Statistics* for the remainder of the *2017-2018* official Village year.

Unanimously carried.

**ON MOTION** by Mayor DeLano, seconded by Deputy Mayor Piazza, the following resolution was adopted:

**RESOLVED**, that Mark Kutner is hereby authorized for transitional duty for a period of 30 days, upon receipt of a note from his physician releasing him to transitional duty with restrictions acceptable to the Dept. of Public Works General Crew Chief and the Village Administrator.

Unanimously carried.

**ON MOTION** by Mayor DeLano, seconded by Trustee Yates, the following resolution was adopted:

**RESOLVED**, that the Administrator is hereby authorized to publish legal notice of a public hearing to be held at Williamsville Village Hall, 5565 Main Street, Williamsville, New York, at 7:30 p.m., Monday, May 14, 2018, for the purpose of hearing all persons interested in commenting on a proposed amendment to Chapter 103 of the Village Code (Vehicles and Traffic) which would reduce the speed limit on Milton Street from Los Robles to S. Long Park, from 30 mph to 25 mph.

Unanimously carried.

**Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, April 9, 2018 at 7:30 p.m.**

**ON MOTION** by Mayor DeLano, seconded by Deputy Mayor Piazza it was moved to leave the regular agenda to consider a new resolution.

Unanimously carried.

**ON MOTION** by Mayor DeLano, seconded by Trustee Yates, the following resolution was adopted:

**RESOLVED**, that the following firefighters are hereby authorized to travel to 4 Guys in Meyersdale, PA on April 22 and 23, 2018 for a pre-construction meeting related to Rescue 5: Mike Measer, Adam Oehlmer, Mike Vogel, Rich Maddigan, Tim Garrison.

Unanimously carried.

**ON MOTION** by Mayor DeLano, seconded by Trustee Yates, it was moved to return to the regular agenda.

Unanimously carried.

**Report – Trustee Etu**

*Trustee Etu had no report.*

**ON MOTION** by Trustee Etu, seconded by Deputy Mayor Piazza, the following resolution was adopted:

**WHEREAS**, the Village of Williamsville owns the South Long Street Park; and

**WHEREAS**, Nickel City Ultimate wishes to use the athletic field at S. Long Park for tryouts and as a practice facility;

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor is hereby authorized and directed to sign the S. Long Park User Agreement with Nickel City Ultimate.

Unanimously carried.

**Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, April 9, 2018 at 7:30 p.m.**

**Report – Trustee Rogers**

*Trustee Rogers had no report.*

**ON MOTION** by Trustee Rogers, seconded by Trustee Yates, the following resolution was adopted:

**WHEREAS**, the Village of Williamsville and Independent Health wish to partner in regard to Walkable Williamsville signage to be installed in the Village of Williamsville; and

**WHEREAS**, Independent Health has agreed to pay for such signage in order to encourage a healthier, walkable community;

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor is hereby authorized and directed to sign the Sponsorship Agreement with Independent Health.

Unanimously carried.

**Report – Deputy Mayor Piazza**

*Deputy Mayor Piazza reported on the following topic(s):* Budget process –Thanked Administrator Juul and Deputy Treasurer Kindron.

**ON MOTION** by Deputy Mayor Piazza, seconded by Trustee Yates, the following resolution was adopted:

**WHEREAS**, the Village of Williamsville currently owns street lighting on Brookside Drive; and

**WHEREAS**, the replacement of the existing street lights is required, and the Village wishes to replace the existing lights to be owned and maintained in the same manner as the majority of the street lighting in the Village; and

**WHEREAS**, the Village will own the foundations and poles, with wiring and luminaires to be owned by National Grid;

**Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, April 9, 2018 at 7:30 p.m.**

**NOW, THEREFORE, BE IT RESOLVED**, that the Village of Williamsville hereby acknowledges and agrees to an annual charge of \$2,570.63 for the installation and maintenance of wiring and luminaires on Brookside Drive.

Unanimously carried.

**Report – Trustee Yates**

*Trustee Yates reported on the following topic(s):* Bee Heard regarding the Co-op – Village is not expending any funds. It is a grant through the AIDA and Erie County.

**ON MOTION** by Trustee Yates, seconded by Deputy Mayor Piazza, the following resolution was considered:

**RESOLVED**, that *5429 Main Street*, based upon the recommendation of the Village of Williamsville Historic Preservation Commission, is hereby designated a local landmark.

*On the question:*

Trustee Rogers: No. Property is non-descript.

Trustee Yates: No. Spoke with original owner. Appreciates and values the Historic Preservation Commission's work. The building does not fit what should be designated.

Deputy Mayor Piazza: No. Has tough time calling the building historical, even though can be considered if over 50 years old.

Trustee Etu: No. Echoed sentiments of the rest of the Village Board. Not unattractive, well maintained and vibrant but inconsistent with the Comprehensive Plan and zoning. It is only a mid-century building.

Mayor DeLano: No. Echoed everything previously stated. Designation would be a mistake. Much of the work on the front of the building's façade is not historic.

Motion failed. 0 – 5.

**Staff Report(s)**

**Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, April 9, 2018 at 7:30 p.m.**

*Administrator Juul reported on the following:* Spoke with a Verizon representative and Verizon Fios will not be expanding TV service via franchise agreements at any time in the future. Fios will be for phone and internet only. They are not expanding anywhere at this time.

**ON MOTION** by Mayor DeLano, seconded by Trustee Yates, it was moved at 8:11 p.m. to open the Executive Session portion of the agenda to discuss pending litigation.

Unanimously carried.

**ON MOTION** by Mayor DeLano, seconded by Trustee Etu, it was moved at 8:52 p.m. to close the Executive Session portion of the agenda.

Unanimously carried.

**ON MOTION** by Mayor DeLano, seconded by Trustee Etu, it was moved to adjourn the meeting at 8:53 p.m.

Unanimously carried.

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Lynda L. Juul  
Administrator/Clerk-Treasurer

April 13, 2018

Village of Williamsville  
5565 Main Street  
Williamsville, NY 14221

Attn: Lynda Juul, Administrator/Clerk-Treasurer

**Re: East Spring Street Improvement Project - Rock Street Extension, Williamsville NY  
Final Design Services Rock Street from East Spring Street to Glen Avenue,  
WQIP Grant**

Dear Mrs. Juul:

This letter is to notify you that we are requesting reimbursement of additional inspection time and testing costs above and beyond our total fee.

This additional work was due to working overtime during the week and on Saturdays throughout construction.

Based on the above, we would need an additional \$5,021.25 in inspection and \$497.53 of testing services for a total overage of \$5,518.78.

If you require additional information, please do not hesitate to call me.

Very truly yours,  
**DiDonato Associates, P.E., P.C.**



John DiDonato, P.E.  
President

VILLAGE OF WILLIAMSVILLE  
TRAVEL REQUEST FORM

DEPARTMENT:

\* PLEASE ATTACH COPY OF CONFERENCE AGENDA TO THIS FORM

DESTINATION AND PURPOSE OF TRIP

Date of Departure \_\_\_\_\_  
Date of Return \_\_\_\_\_  
Destination \_\_\_\_\_  
Purpose \_\_\_\_\_  
Attendees \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ESTIMATED COST

Transportation:  
Mileage \_\_\_\_\_ Miles at \_\_\_\_\_ per mile \_\_\_\_\_  
Tolls \_\_\_\_\_  
Local Transportation \_\_\_\_\_  
Airline \_\_\_\_\_ Quantity \_\_\_\_\_ Total \_\_\_\_\_  
  
Lodging  
\_\_\_\_\_ Nights at \_\_\_\_\_ per night \_\_\_\_\_  
  
Meals (based on per diem rates) \_\_\_\_\_  
Do not include meals covered by conference fee  
  
Registration/Conference Fees \_\_\_\_\_  
  
Other Ground Transportation \_\_\_\_\_

TOTAL COST \_\_\_\_\_

APPROVALS

\_\_\_\_\_  
Department Head Date  
  
\_\_\_\_\_  
Village Administrator Date

\*\* Please attach a copy of this form to all related vouchers submitted for payment



# WILLIAMSVILLE FIRE DEPARTMENT HUTCHINSON HOSE COMPANY

100% Volunteer

Chief of Department Michael A. Measer

April 19, 2018

Honorable Village Board members,

On April 10, 2018 at the regular monthly meeting of the Hutchinson Hose Company, members present accepted the application of Cameron Ross residing at 180 Catherine Street, Williamsville NY 14221, as a member of the Hutchinson Hose Company.

Pending your approval, Cameron will join the active rolls on May 1, 2018.

Respectively,

Michael A. Measer

Fire Chief



5565 Main Street Village of Williamsville NY 14221 716.632.4070 Fax 716.632.6839  
5045 Sheridan Drive Williamsville NY 14221 716.631.5164

[www.HutchinsonHose.com](http://www.HutchinsonHose.com)



## CONTRACT

THIS CONTRACT, made as of the 1st day of January, 2018, effective through December 31, 2018, by and between **THE COUNTY OF ERIE**, a municipal corporation of the State of New York, having its principal place of business at 95 Franklin Street, in the City of Buffalo, New York, 14202 (the "County"), and **VILLAGE of WILLIAMSVILLE** (the "Organization"), a not-for-profit corporation, having its principal place of business at 5565 Main Street, Williamsville, New York 14221.

### WITNESSETH:

**WHEREAS**, the County, pursuant to the authority granted to it by Sections 224 and 225 of the County Law and Local Law No. 3-2002, has appropriated funds in the County's 2018 Budget for the purpose of making a conditional grant to the Organization; and

**WHEREAS**, the County and Organization wish to more specifically define the terms and conditions related to the payment of said conditional grant to the Organization by the County and the obligations of the Organization upon receipt of said conditional grant.

**NOW, THEREFORE**, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

1. The Organization agrees to provide public benefit services for and within Erie County as specified in the Scope of Work which is attached hereto and incorporated herein as **Exhibit A** ("Scope of Work"). No funds granted under this Contract shall be applied to any purposes other than those described in paragraph 21 below.

2. In support of such public benefit services, the County agrees to pay to the Organization, subject to the terms and conditions enumerated herein, an amount not to exceed \$7,000.00 payable as follows:

50% thereof or \$3,500.00 within 30 days of the execution of this Contract; and  
50% thereof or \$3,500.00 on or about July 15, 2018.

Payments shall be made on two separate invoices submitted by the Organization to the Erie County Erie County Legislature (the "Legislature") and approved by the Legislature. The Legislature will approve payments once it has received the invoices and signed attestation regarding the Organization's financial documentation as described in **Exhibit B** as "Additional Understandings". The invoice for first payment should be dated the same date as the Contract signed by the Organization. The second invoice is to be dated June 15, 2018 for that payment to be issued.

If, in order to perform its obligations under this Contract on a timely basis, the Organization requires the use of an additional part of said amount prior to such payment dates, the County may, upon approval of the Erie County Budget Director, pay to the Organization from time to time such amounts as the Budget Director may determine.

3. This Contract shall be deemed executory only to the extent of funds available as determined by the Budget Director and appropriated by the County for the performance of the terms hereof, and no liability on account thereof shall be incurred by the County beyond such funds. Funds provided pursuant to this Contract shall not be used for any purpose prohibited by law.

This Contract is also subject to further financial analysis of (1) the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Contract; and (2) the impact of any federal government budgetary actions, including but not limited to the "sequestration" process. 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 following certain congressional budgetary actions and adjustments through sequestration or related legislative actions, and for a reasonable period after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget or sequestration on County finances. After such analysis, the County shall retain the right to either terminate this Contract or to change the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Organization, then the Organization shall have the right to terminate this Contract upon reasonable prior written notice.

4. Notwithstanding any contrary provision of this Contract, or any provision of the County's current budget, the County Executive may reduce the total amount of funds in this Contract, and not yet paid to the Organization, upon ten (10) days written notice.

5. The Organization shall maintain complete, accurate and current records of all financial transactions relating to its operation and the services performed pursuant to this Contract. During the term of this Contract and at any time within six (6) years thereafter, the Organization shall make such records available, upon request, to the County for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Organization, its offices and facilities, for the purpose of verifying information supplied to the County or for any other purpose reasonably related to monitoring the services to be performed by the Organization pursuant to this Contract.

6. The Organization agrees to furnish to the County any management letter, if issued and independent auditor's report and related financial statements and notes made for it or for other agencies and available to it, which reflects the receipt and use of funds paid to it hereunder, within thirty (30) days after receipt of the request.

7. The Organization also agrees to make available to the County for inspection at reasonable times and places, its current membership and Board of Trustees/Directors lists, financial reports, and minutes of its last annual meeting, Board of Directors or Trustees meetings, and such other minutes as may be pertinent to the operation of such Organization in the public interest. No such membership list shall be published or be made available for any commercial use.

8. To the extent that the funds provided by this Contract are for specific activities or services, the Organization agrees to furnish verified accounts of its disbursements hereunder,

together with certified or verified invoices thereto attached, at such times as the County may determine, in such form and detail as may be required by the County, and a final account within one hundred twenty (120) days after the close of the Organization's fiscal year.

9. The County may, at its option, audit such books and records of the Organization as are reasonably pertinent to this Contract to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Contract. Any expenditure determined by audit to be inconsistent with this contract may be disallowed by the County and shall be subject to refund by the Organization to the County.

10. a. The Organization agrees to refund to the County any unused amount of monies paid to it hereunder, that is, any amount of said moneys encumbered by any current operating expenses, it being understood that in the event the unencumbered revenue of the Organization exceeds its expenses for the Organization's fiscal year, the Organization shall refund to the County within ninety (90) days of the Organization's audit report that part of the surplus which bears the same ratio to the total surplus as the amount actually paid to the Organization by the County bears to the total revenue of the Organization.

b. In determining whether a surplus is accrued by the Organization during the fiscal year, pursuant to subdivision "a" of this paragraph, all revenue of the Organization, not expressly restricted to a particular purpose by the grantor of the revenue, shall be deemed "operating revenue". All encumbered expenses of the Organization, other than those paid from funds specifically restricted to a particular purpose by a grantor, or paid from a segregated capital fund, shall be deemed "operating expense". The Organization shall be deemed to have a surplus if operating revenue exceeds expenses before any transfer of operating revenue into capital, endowment or other restricted funds or accounts.

c. Upon showing in writing to the Budget Director of the County that such a refund would cause extreme hardship to the Organization owing to unforeseen or unanticipated circumstances, the Budget Director may, subject to approval by the Erie County Legislature, authorize the Organization to retain all or part of any funds which the Organization would otherwise be required to refund to the County under this paragraph if the Legislature determines that such retention is consistent with the purpose and intent of this agreement, as applicable. Such authorized retained funds shall be used only for the purposes authorized under this Contract, but may be expended in the calendar year subsequent to this Contract.

11. The Organization agrees to perform the public benefit services which are the object of this Contract as an Independent Contractor and neither it nor any of its employees, members, directors, agents, or representatives shall be or hold themselves out to be employees, officers, agents or representatives of the County.

12. The Organization shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Organization shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subconsultants and others

employed to render the services hereunder.

13. The Organization shall be fully accountable for its performance under this Contract and it and its officers agree to answer under oath all questions relative to the performance hereof, and to any transaction, act or omission, had, done or omitted in connection herewith if called before any judicial, county, state or federal agency empowered to investigate this Contract or its performance.

14. The Organization shall not delegate any duties or assign any of its rights under this Contract without the prior express written consent of the County. The Organization 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 services under this Contract without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontracts are subject to all terms and conditions set forth in this Contract. It is recognized and understood by the Organization that for the purposes of this Contract, all services performed on an approved subcontract shall be deemed services performed by the Organization and the Organization shall insure that such subcontracted service is subject to the material terms and conditions of this Contract.

15. The Organization shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Organization or third parties under the direction or control of the Organization; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Contract and to bear all other costs and expenses related thereto.

16. During the term of this Contract, the Organization agrees to procure and maintain insurance coverage naming the County as additional insured: Commercial General Liability with a minimum combined single limit of bodily injury and property damage of \$1,000,000 per occurrence and general aggregate of \$1,000,000. The Organization shall provide a Certificate of Insurance as evidence of such coverage(s) on the County of Erie Standard Insurance Certificate or its equivalent.

In the event that the Organization utilizes vehicles, whether owned, leased, hired/borrowed or non-owned, in the performance of the services provided pursuant to this Contract, the Organization agrees to procure and maintain insurance coverage.

The Organization shall further provide evidence of workers compensation insurance on NYS Form C105.2 or U26.3 obtained from insurer. If there are no paid employees of the Organization, the Organization shall provide a "Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage" (Form CE-200) which can be obtained at the State Worker's Compensation Board website: [www.wcb.ny.gov](http://www.wcb.ny.gov).

Attached hereto and incorporated herein as **Exhibit C** are copies of the Organization's Certificates of Insurance evidencing the aforementioned coverage.

17. The County and the Organization and their respective employees are not and shall not be considered as joint venturers, employees, partners or agents of each other and neither shall have the power to bind or obligate the other except as set forth in this Contract. There shall be no liability on the part of the County or Organization to any person for any debts incurred by the other.

18. In the event of a breach or default by the Organization of any of the terms and conditions of this Contract, the County may terminate this Contract on ten (10) days written notice to the Organization and request such other remedy as may be reasonable and appropriate in view of the circumstances of such breach or default, including but not limited to, reimbursement to the County by the Organization of all or part of the funds granted to the Organization under this Contract.

19. The Organization shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as Exhibit "D" and made a part hereof. The Organization shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Organization its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014) , may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Organization is not qualified to participate in future County contracts.

20. The Organization agrees to comply with the terms, if any, of the resolution of the County Budget, and implementing resolutions appropriating funds for this Contract.

21. The Organization agrees to acknowledge in any and all promotional material the fact that the Organization receives financial support from the County, including, but not limited to the Organization's website, marketing materials and/or other publications.

22. Except as specifically provided otherwise in this Contract, the use of County funds shall be limited to current operating expenses including salaries, program costs, fringe benefits, rents, utilities, office supplies and equipment. No County funds shall be used for or applied toward any capital project or improvement, nor as a set-off against accounts receivable. No funds received under this Contract shall be used for any service provided or activity performed outside Erie County.

23. Erie County strongly encourages all not-for-profit agencies that Contract with the County of Erie to participate in the community service component of the County's Welfare to Work Initiative. This program places qualified public assistance recipients in community service placements. Clients participating in this component must work in their respective community assignments as a condition for receipt of welfare benefits. An agency representative should

contact the Director of Employment and Training Program, Erie County Department of Social Services, for additional information regarding this program.

24. This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Contract and the terms of any schedule or attachment hereto, it is understood that the terms of this Contract shall be controlling with respect to any interpretation of the meaning and intent of the parties.

25. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Contract, except in the event that specific third party rights are expressly granted herein.

26. This Contract 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 Contract shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Contract shall be brought in the County of Erie.

If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

27. All notices of any nature referred to in this Contract shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:  
Public Benefit Funding Contracts  
Erie County Legislature  
92 Franklin Street – 4<sup>th</sup> Floor  
Buffalo, New York 14202

With a copy to:  
Erie County Attorney  
95 Franklin Street, Room 1634  
Buffalo, New York 14202

To the Organization: at the address first listed above.

28. The Organization represents and warrants to the County as follows:

a. The execution of this Contract and the provision of services hereunder have been duly authorized by its Board of Directors or Trustees of the Organization and that this Contract has been signed by a duly authorized officer of the Organization.

b. That this Contract is valid and enforceable against the Organization in accordance with the terms hereof and that there is no order, decision, judgment or provision of this Organization's certificate of incorporation or by-laws, or Contract, mortgage, or lien which would limit or prohibit the Organization from fully performing the terms and condition of this Contract.

**[END TEXT]**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

**COUNTY OF ERIE**

**VILLAGE OF WILLIAMSVILLE**

\_\_\_\_\_  
MARK POLONCARZ/ MARIA R. WHYTE  
County Executive / Deputy County Executive  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

Witness to Organization's Signature:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO CONTENT

\_\_\_\_\_  
TIMOTHY C. CALLAN  
Chief of Staff  
Erie County Legislature  
Dated: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
MARTIN A. POLOWY  
Assistant County Attorney  
Document No. \_\_\_\_\_  
Dated: \_\_\_\_\_

**EXHIBIT A**

**SCOPE OF WORK**

*Public Benefit Services to be Provided Pursuant to this Contract  
by the Organization. (Reference Contract Paragraph 1)*

**EXHIBIT B**

**ADDITIONAL UNDERSTANDINGS**  
*(Reference Contract Paragraph 2)*



**EXHIBIT C**

**INSURANCE CERTIFICATES**

*To be Provided Pursuant to this Contract by the Organization  
(Reference Contract Paragraph 16)*

**EXHIBIT D**

**ERIE COUNTY EQUAL PAY CERTIFICATION**  
*(Reference Contract Paragraph 19)*

**Erie County Equal Pay Certification**

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

\_\_\_\_\_  
Signature

**Verification**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

A)  
\_\_\_\_\_, being duly sworn, states he or she is the owner of (or a partner in) \_\_\_\_\_, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)  
\_\_\_\_\_, being duly sworn, states that he or she is the (Name of Corporate Officer) \_\_\_\_\_, of \_\_\_\_\_, (Title of Corporate Officer) \_\_\_\_\_ (Name of Corporation)

the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public



April 19, 2018

Ms. Lynda Juul  
Administrator / Clerk - Treasurer  
Village of Williamsville  
5565 Main Street  
Williamsville, NY 14221

Re: Meeting House Window Restoration Bids

**RECOMMENDATION FOR AWARD**

Dear Ms. Juul:

After our review of with the bids for the Williamsville Meeting House Window Restoration, we have done further due diligence on the low bidder, Jens Glass Co. Jens Glass Co. was the low bidder with a **base bid of \$121,100**. The second bidder, Window Specialists, Inc. was twice the cost for the same scope of work. Our understanding speaking with other local contractors qualified for the work during and after the bid is they were too busy to take on more projects at this time.

A reduction in the scheduled time of construction was offered by the contractor as a cost savings, if they can start work on Tuesday April 24. This will be issued as a credit via change order once the project begins. The expedited start time will allow for the art glass to be reinstalled prior to booked events, and coordination with these events was crucial to the schedule.

We have provided the following bid tally:

<b>Jens Glass Co.</b>	<b>Bid Amount:</b>	\$121,100
	<b>Add Alt 1:</b>	\$240 per opening
	<b>Add Alt. 2:</b>	\$24,000
	<b>Deduct Alt. 3:</b>	-\$20,000
	Allowance 5% art glass replacement:	In base bid
	Allowance 30% additional caming:	In base bid*
	Allowance 5% glass replacement at double hungs:	\$6,400
	Unit Price 1: Cracked art glass replacement:	In base bid
	Unit Price 2: Caming replacement*:	In base bid

\*The provided scope of work of both bidders deviated from the bid documents in the fact they are providing full replacement of the existing lead caming. Allowance 2 and Unit Price 2 are included in the base bid as a result. We have reviewed this with NYSHPO and received a verbal acknowledgement. We are waiting for their formal letter approving this change.

If the Village elects to proceed with the painting of the eaves (Alt. 2) this can be issued as a change order.



FLYNN|BATTAGLIA

In summary, the contractor has shown a clear understanding of the project scope and schedule. They have an excellent history of overall performance, quality work, and maintaining the project's schedule. We have experience from past projects that Jens Glass Co. has quality personnel, manages their subs properly, and manages additional cost by establishing a good working relationship with the Owner and the design team. Therefore, based on our review and investigation, we recommend awarding the construction contract to Jens Glass Co.

Please call me if you have any questions.

Sincerely,

Courtney Creenan-Chorley, AIA  
Project Manager

## LICENSE AGREEMENT

**THIS AGREEMENT** entered into as of the \_\_\_\_ of \_\_\_\_\_ 2018, by and between the **VILLAGE OF WILLIAMSVILLE** (hereinafter "Village"), a municipal corporation organized and existing under and by virtue of the laws of the State of New York and with offices and principal place of business at 5565 Main Street, Williamsville, New York 14221, and the **VILLAGE PRESERVATION FOUNDATION** (hereinafter "Foundation"), a not-for-profit corporation organized and existing under and by virtue of the laws of the State of New York and with offices and principal place of business at 19 South Ellicott Street, Williamsville, New York 14221.

WHEREAS, the Village owns the real estate commonly known as the Island Park Pavilion, located at **5577 Main Street**, Williamsville, New York 14221 (the "Pavilion"); and

WHEREAS, the Foundation will be operating a "Farmer's Market" every Saturday during the growing and harvest season on property owned by the Town of Amherst, and wishes to use the Island Park Pavilion to store various items related to the market during the market season; and

WHEREAS, the Village wishes to accommodate the operation of the Farmer's Market by allowing use of Pavilion for storage purposes.

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

1. The Village hereby gives and grants to the Foundation, and the Foundation hereby accepts from the Village, a non-exclusive license to use the Island Park Pavilion for the purpose of storing items related to the operation of the Farmer's Market, subject, however, to the terms and conditions of this Agreement.

2. The Foundation also wishes to use power from the Pocket Park located between Village Hall and the Williamsville Library, and shall pay the Village \$50 for the use of such power, to be paid in full by May 19, 2018, for use of such power.

3. The term of the license granted by this Agreement shall commence on May 19, 2018 and shall terminate on October 27, 2018.

4. The Foundation's use of the Licensed Property shall be limited to each Saturday, between 6:00 am and 2:00 p.m., from May 19, 2018 through October 27, 2018, inclusive, although the Foundation shall also have access to the Licensed Property On May 12, 2018 and November 3, 2018 for organizational purposes. The Foundation shall use the Licensed Property solely for purposes of the Farmer's Market. The Foundation, in exercising its rights hereunder, shall comply with all applicable United States of America, New York State, County of Erie, and Town of Amherst statutes, ordinances, local laws, codes, rules and regulations.

5. The Foundation also wishes to use an all-purpose vehicle to be supplied by the Village during the Farmer's Market. [Check with insurer on this. Not sure we want them operating village

owned vehicle. If we do allow, may want to limit to specific individual(s)]. Such equipment will be kept locked in the Pavilion when not in use. The Village will also provide three (3) garbage totes and (3) recycling bins for use by the Farmer's Market. Totes will be stored behind the Williamsville Library during hours when the market is not operational.

7. The Foundation shall release, defend, indemnify and hold the Village, including its officials, officers, agents, servants and employees, from and against all damages, costs and expenses, including, but not limited to, attorneys fees, court costs, and all other sums with the Village, its officials, officers, agents, servants and employees may pay or become obligated to pay on account of every demand, claim or assertion of liability, or any claim founded thereon arising or allegedly arising out of the use of the Pavilion or other Village equipment by the Foundation, its agents, servants and/or employees. The Foundation shall provide proof of general commercial liability insurance in the form of two certificates of insurance, naming the Foundation, as well as the Village as additional insured, in the amount of at least \$1,000,000.00 per occurrence. [Check with insurer on amounts].

8. The Foundation shall provide a list of vendors operating at the Market, and shall ensure that each of the vendors participating in the Farmer's Market provide proof of general and product liability insurance in the form of two certificates of insurance, naming the vendor, as well as the Village and the Foundation as additional insured, in the amount of at least \$1,000,000.00 per occurrence [check amounts with insurer]. Said insurance shall further provide that each vendor shall release, defend, indemnify and hold the Village and the Foundation harmless, including their officials, officers, agents, servants and employees, from and against all damages, costs and expenses, including, but not limited to, attorneys fees, court costs, and all other sums with the Village and Foundation, their officials, officers, agents, servants and employees may pay or become obligated to pay on account of every demand, claim or assertion of liability, or any claim founded thereon arising or allegedly arising out of the negligence of the vendors, their agents, servants and/or employees.

9. The revocable license granted herein:

- (a) is not a conveyance of real property,
- (b) is not intended to grant or convey to the Foundation the exclusive use of the land on which the Farmer's Market is operated,
- (c) is granted subject to grants, conveyances, easements, and rights-of-way heretofore made to others, and
- (d) is granted subject to the right (which the Village hereby reserves) of the Village:
  - (i) to use and enjoy the lands within the boundaries of the Licensed Area in any manner that does not unreasonably interfere with the rights herein granted to the Foundation, and
  - (ii) to grant and convey easements and rights-of-way to others over, across, under, and through the Licensed Area, provided such easements and rights-of-way do not unreasonably interfere with the rights herein granted to the Foundation.

10. The Foundation agrees to take good care of the Licensed Property and to perform, at its sole cost and expense, all maintenance and make all repairs (except any repairs and maintenance required by latent defects in the licensed property) during the term of this Agreement made necessary by the Foundation's use of said property. Upon the expiration or earlier termination of this Agreement, the Foundation shall deliver up the Licensed Property to the Village in good order and condition, reasonable wear and tear, and damage by fire or other casualty excepted.

11. The Foundation shall not assign this Agreement, or its rights or interest herein, without the express, prior written consent of the Village.

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

13. This Agreement may be executed in counterparts.

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

Village of Williamsville

By: \_\_\_\_\_  
Daniel O. Delano, Jr., Mayor

Village Preservation Foundation

By: \_\_\_\_\_