Amherst Town Board

Regular Meeting of the Town Board

Minutes

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

Francina J. Spoth
Town Clerk

Monday, December 1, 2025 | **3:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Sharon Rich

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

3:00 PM Meeting called to order on December 1, 2025 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Shawn Lavin	Town of Amherst	Deputy Supervisor	Present	
Jacqualine Berger	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Angela Marinucci	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Steven B. Bengart	Town of Amherst	Town Attorney	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Jennifer M. Adams	Town of Amherst	Interim Comptroller	Present	
Brandon Peters	Town of Amherst	Director of Emergency Services and Safety	Present	
Brian J. Armstrong	Town of Amherst	Director of Engineering Services	Present	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Present	
Robert	Town of	Director of Human Resources	Present	

McCarthy	Amherst			
Mary Diana Pouli	Town of Amherst	Exec. Dir. of Youth & Recreation Departments	Present	

V. MINUTES APPROVAL

1. Monday, November 10, 2025

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Upcoming Events:

- Breakfast with Santa – December 6th from 9-11am at the Senior Center
- Town of Amherst Holiday Market – December 6th from noon-5pm at Town Hall Parking Lot
- Amherst Symphony Orchestra Songs of the Season Concert – December 7th at 3pm at Williamsville South High School
- Holiday Happenings – December 19th from 6-8pm at the Senior Center

Amherst Town Board to Honor Two Outstanding Students, Alisha Govindaraj & Aria Knechtges.

Amherst Town Board to Honor Jean Widlicka, 87, Valued Instructor at the Amherst Center for Senior Services.

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2025-983

Renaming of Amherst Main Library at Audubon to the Honorable Shirley Chisholm Library

Public hearing with respect to the Renaming of Amherst Main Library at Audubon to the Honorable Shirley Chisholm Library.

12/1/2025

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 3:12 PM.

Liz Burakowski, Director of Special Projects, presented.

The following individuals spoke:
Larry Hunter, Sundown Trl
Shyam Sriram, Canisius University Professor
Marilyn Feuerstein, 134 Waxwing ct
Lynn Alan Konovitz, 140 Brookedge Dr
Patricia Dore, 321 Reist St
Carolyn Giambra, 755 Renaissance
Kristi Dougherty, Amherst Public Library Director
Sheri Scavone, 7 Campbell Meadows
Kevin Z., 75 Byeberry Ct
April Baskin, State Senator
Robert McLennan, 44 Thames Ct
Judy Fachko, 136 October Ln
Joe Voytovich, 35 Bucyrus Dr
Peter Arnold, 1296 Dodge Rd
Lisa Bloch Rodwin, 48 Amherstdale Rd
Jerry Schad, 199 Meadowview Ln

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. The public hearing was closed at 4:01 PM.

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

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Marinucci, Councilmember
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

VIII. DEVELOPMENT REVIEW ACTIONS

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

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

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

1. 9/11 Commemoration Committee

Membership is unlimited.

2. **Amherst Committee on Disabilities**

3. **Amherst Community Diversity Commission**

4. **Amherst Conservation Advisory Council**

5. **Amherst Government Financial Advisory Board**

6. **Amherst Industrial Development Agency**
   Membership is full.

7. **Amherst Veterans Committee**

8. **Arts & Culture in Public Places Board**

9. **Board of Assessment Review**
   Membership is full.

10. **Board of Electrician Examiners**
    Membership is full.

11. **Board of Ethics**
    Membership is full.

12. **Board of Plumbing and Drainage Examiners**
    Membership is full.

13. **Design Advisory Board**

14. **Employee Suggestion Program Merit Award Board**
    Membership is full.

15. **Employee Suggestion Review Committee**

16. **Energy Conservation Citizens Advisory Committee**

17. **Freedom of Information Law (FOIL) Board**

18. **Glen Park Joint Board**

19. **Historic Preservation Commission**
    Membership is full.

20. **Information Technology Advisory Committee**

21. **Library Board of Trustees**

Membership is full.

22. Minority / Woman Owned Business

23. Open Government Advisory Board

24. Planning Board

Membership is full.

25. Recreation Commission

26. Recycling and Waste Committee

27. Senior Services Advisory Board

28. Traffic Safety Board

Membership is full.

29. Youth Board

Adult vacancies (6), Youth vacancies (0)

30. Zoning Board of Appeals

Membership is full.

X. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 4:07 PM.

The following speaker addressed the Town Board:
Kathleen Semidey, 33 Collins Ct - 2577 Millersport Highway rezoning

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. Public Expression was closed at 4:13 PM.

XI. CONSENT AGENDA

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR LAVIN:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

1. Resolution 2025-984

Set Public Hearing Date – Parking Restriction on the East Side of Callodine Avenue

Please schedule a public hearing on the second Town Board meeting in January 2026 to establish a parking restriction on the east side of Callodine Avenue between Oxford Avenue and Longmeadow Road.

> "Parking is hereby restricted on the east side of Callodine Avenue between Oxford Avenue and Longmeadow Road, across the intersection of Freemont Avenue, for an approximate distance of 1,975 feet, at all times."

12/1/2025
A motion to approve was made by Councilmember Szukala, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Szukala, Councilmember
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Resolution 2025-985

Set Public Hearing Date – Parking Restriction on Heim Road at Southwedge Drive Corners

Please schedule a public hearing on the second Town Board meeting in January 2026 to establish a parking restriction on the south side of Heim Road at both corners of the Southwedge Drive intersection.

"Parking is hereby restricted on the south side of Heim Road between the east curbline of Southwedge Drive to a point that is 100 feet east along Heim Road, at all times."

And,

"Parking is hereby restricted on the south side of Heim Road between the west curbline of Southwedge Drive to a point that is 100 feet west along Heim Road, at all times."

12/1/2025
A motion to approve was made by Councilmember Szukala, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Szukala, Councilmember
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

3. Resolution 2025-986

Set Public Hearing Date – Miller's Crossing Stop Sign Installation

Please schedule a public hearing on the second Town Board meeting in January 2026 to install a stop sign at the intersection of Autumn Meadows Lane and Streamsong Court within the Miller's Crossing Subdivision.

"The tee intersection of Autumn Meadows Lane and Streamsong Court is hereby designated as a stop-controlled intersection, and a stop sign shall be installed at the northwest corner, oriented to stop the southbound approach."

12/1/2025
A motion to approve was made by Councilmember Szukala, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Szukala, Councilmember
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

B. TOWN CLERK:

1. Resolution 2025-987

New Firefighter for Swormville Fire Company

New firefighter for the Swormville Fire Company lives in the Town of Amherst and resides within the Swormville fire district.

Matthew J. Klyczek
35 Offshore Dr
East Amherst, NY 14051

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2025-988

Authorization for Pre-Payment to RDT Mail Corp for the 2026 Town and County Tax Bills and Receipts

We are requesting approval for and directive to the Comptroller for pre-payment to RDT Mail Corp for the mailing of the 2026 Town & County Tax Bills ($18,144.00) and for the 2026 Town & County Tax Receipts ($12,768.00).

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2025-989

GRANICUS, LLC Meeting Management Software for Minute Traq CRS #5826

Please authorize the Supervisor to sign the Service Agreement Renewal with Granicus, LLC for Minute Traq Meeting Management Software.

The agreement is valid from 10/1/2025 to 03/31/2026. This is a prorated contract. Granicus is phasing out support for this version of Minute Traq. The Town has approved a new vendor for Meeting Management Software. The platform will be phased in over the next 3 months.

The funds will be paid from Trust Account 4011 4002.

Approval is pending successful completion of the Contract Routing Process.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

4. Resolution 2025-990

Adopting the Electronic Signatures and Records Act (ESRA) for the Town of Amherst New York

WHEREAS, the Town of Amherst is committed to modernizing its operations and improving efficiency through the use of electronic technology; and

WHEREAS, the New York State Electronic Signatures and Records Act (ESRA) grants legal validity to electronic records and signatures, providing they are executed or adopted with the intent to sign, and that the records are maintained according to law; and

WHEREAS, adopting ESRA will allow the Town to accept and maintain electronic documents and records, thereby streamlining government processes, reducing costs associated with paper, and improving accessibility for residents and businesses; and

WHEREAS, the New York State Archives provides guidelines and model resolutions for local governments to implement ESRA, which are designed to ensure the integrity and authenticity of electronic records;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF AMHERST, COUNTY OF ERIE, NEW YORK, AS FOLLOWS:

- **Adoption of ESRA**: The Town of Amherst hereby adopts and authorizes the use of electronic records and electronic signatures in accordance with the provisions of the New York State Electronic Signatures and Records Act (ESRA), State Technology Law Article I, §§ 301-309.

- **Legal Equivalence**: All electronic records and electronic signatures used by the Town shall have the same legal force and effect as their paper-based counterparts.

- **Implementation**: The Town Supervisor, Town Clerk, and/or other designated officials are hereby authorized to develop and implement internal policies and procedures for the creation, use, and retention of electronic records and signatures, in accordance with this resolution and the guidelines provided by the New York State Archives. These procedures shall ensure the security, authenticity, and integrity of all electronic records.

- **Retention**: All electronic records will be maintained for the legally mandated retention period as specified in the New York State Archives Retention and Disposition Schedule for New York Local Government Records.

- **Record Keeping**: All digitally created records shall be maintained in a format that ensures their long-term accessibility and integrity throughout their retention period.

- **Effective Date**: This resolution shall take effect immediately.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2025-991

Change Order - Parking Lot Paving CRS #5967

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **increases** the overall contract by $38,000.00.

Additional paving location to be completed in accordance with the pricing established in the original contract.

The overall project cost shall **increase** funds used from account KP2313.4972 & KP2339.4972.

Please note that the above request is contingent pending successful completion of the contract review procedure.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2025-992

Change Order - Amherst Veterans Memorial Phase 1 CRS #5921

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **increases** the overall contract by $13,248.00.

An additional six (6) light fixtures and necessary labor are required due to A/E omission from bid documents.

The overall project cost shall **increase** funds used from account KP2311.4972.

Please note that the above request is contingent pending successful completion of the contract review procedure.

12/1/2025

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

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

3. Resolution 2025-993

Change Order 2 - Amherst Veterans Memorial - Phase 1 CRS #5974

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **increases** the overall contract by $18,700.00.

This Change Order incorporates repointing, cleaning, and sealing of the existing stone masonry, utilizing the unit pricing associated with the alternate included in the original bid package.

The overall project cost shall **increase** funds used from account KP2311.4972.

Please note that the above request is contingent pending successful completion of the contract review procedure. CRS #5974

Thank you for considering this request.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

4. Resolution 2025-994

Change Order 1 - Global LED Solutions CRS #5975

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **increases** the overall contract by $1,320.60.

This Change Order incorporates additional light fixtures and necessary labor in accordance with unit pricing provided in original contract. Field conditions varied from existing plans.

The overall project cost shall **increase** funds used from account KP2575.4972.

Please note that the above request is contingent pending successful completion of the contract review procedure.

Thank you for considering this request.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2025-995

Budget Transfers and Amendments

For December 1, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 11/25/2025
Re: Various Department Budget Transfers / Amendments

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

BUDGET TRANSFERS – 2025

FROM:	***TO:***
A7110.4220 Parks- Bldgs & Grounds $8,748.00	A7110.9000 Transfer Out $12,862.72
A7110.4110 Contractual $4,114.72	
A8020.4000 Planning- Contractual $4,500.00	A8020.9000 Transfer Out $4,500.00

Requested per departments to help fund additional expenditures incurred for KP2311.

A1620.2150 Facilities- Bldg Improv $2,703.17	A1620.9000 Transfer Out $21,703.17
A1620.4200 Asbestos Control $9,000.00	
A1620.4220 Bldgs & Grounds $10,000.00	

Requested per department to help fund additional expenditures incurred for KP2410.

KP2204.1000 ACP- Personal Svcs $326,330.22 KP2204.4971 Design Exp $296,293.49
KP2204.8030 FICA $24,963.27 KP2204.4972 Construction Exp $55,000.00
To transfer funds in order in order to properly align expenditures to approve CRS #3761-1.

A7550.4150 Celebrations- Spec Celeb & Civic $18,700.00 A7550.9000 Transfer Out $18,700.00
To help fund KP2311 Town wide Park Improvements, Veterans memorial project.

BUDGET AMENDMENTS – 2025

INCREASE: ***INCREASE***

N2540.02785 AMH HOME- PI $170.00 N2540.4000 Contractual $170.00
To recognize Community Development program income from 169 Hillcrest, Amherst.

N2555.02785 AMH HOME Rental- PI $19,447.20 N2555.4000 Contractual $19,447.20
N2554.02785 AMH HOME Admin- PI $2,160.80 N2554.4003 10% Admin $2,160.80
To recognize Community Development program income from 5760 Sheridan, Amherst.

N2550.02785 TON HOME- PI $12,592.80 N2550.4000 Contractual $12,592.80
N2553.02785 TON HOME Admin- PI $1,399.20 N2553.4003 10% Admin $1,399.20
To recognize Community Development program income from 242 Homewood, Tonawanda.

N2555.02785 AMH HOME Rental- PI $11,119.50 N2555.4000 Contractual $11,119.50
N2554.02785 AMH HOME Admin- PI $1,235.50 N2554.4003 10% Admin $1,235.50
To recognize Community Development program income from 38 Pearce, Amherst.

KP2311.05031 Town wide Park- Transfer In $17,362.72 KP2311.4972 Construction Exp $17,362.72
To recognize funds transferred in as listed above.

KP2410.05031 Facilities Vehicles- Transfer In $21,703.17 KP2410.2250 Trucks, Tractors $21,703.17
To recognize funds transferred in as listed above.

N2423.02785 CDBG & VG- PI $23,564.00 N2423.4000 Contractual $23,564.00
N2430.02785 CDBG P/R- PI $5,891.00 N2430.1000 Personal Svcs $5,472.36
N2430.8030 FICA $418.64
To recognize Community Development program income from 38 Pearce, Amherst.

KP2527.03826 Sr Center LED- State Grants $55,334.30 KP2527.4972 Construction Exp $55,334.30
To recognize revenue received from Global LED Solutions CRS #5860.

KP2311.05031 Town wide Park- Transfer In $18,700.00 KP2311.4972 Construction Exp $18,700.00
To recognize revenue received from celebrations, for Veterans memorial project.

A3120.05001 Police Office- Refund of CY Exp $1,200.00 A3120.4230 Passenger Vehicles $1,200.00
A3122.02410 Bailey Ave- Rentals $9,100.00 A3122.4220 Bldgs & Grounds $9,100.00
To recognize revenue received by the Police over budget.

12/1/2025

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

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

G. CONTRACT COMPLIANCE:

1. Resolution 2025-996

Award Bid #2025038 Sewer Equipment and Supplies - CRS #5912, 5913 & 5914

WHEREAS, the Contract Compliance and Administration Department received bids on October 2, 2025 for Bid #2025038 for Sewer Equipment and Supplies; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Cyncon Equipment, Inc. (CRS #5912), Municipal Equipment Exporters, Inc. dba: Max-Life Mfg. Corp. (CRS #5913) and Core & Main LP (CRS #5914); and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with Cyncon Equipment, Inc., Municipal Equipment Exporters, Inc. dba: Max-Life Mfg. Corp. and Core & Main LP.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2025-997

Award Bid #2025044 Tire Road Service - CRS #5926

WHEREAS, the Contract Compliance and Administration Department received bids on October 30, 2025 for Bid #2025044 Tire Road Service; and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Parmenter, Inc.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2025-998

Award Bid #2025039 Special Inspection Services - Construction Projects - CRS #5945

WHEREAS, the Contract Compliance and Administration Department received bids on October 2, 2025 for Bid #2025039 Special Inspection Services - Construction Projects; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Whitestone Associates Engineering & Geology NY, PLLC; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Whitestone Associates Engineering & Geology NY, PLLC.

12/1/2025
A motion to approve was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and approved 4-0 (recused, Kulpa).

RESULT:	**ADOPTED [4 TO 0]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Lavin, Berger, Szukala, Marinucci
RECUSED:	Kulpa

4. Resolution 2025-999

Northtown Naming Rights Extension - CRS #5946

WHEREAS, Northtown Automotive has agreed to extend the Naming Rights contract (Original CRS/CMS #0/968) for an additional ten years;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the Naming Rights contract through April 29, 2030; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Northtown Automotive.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

5. Resolution 2025-1000

Award Bid #2025048 Machine Shop Services - CRS #5947

WHEREAS, the Contract Compliance and Administration Department received bids on October 30, 2025 for Bid #2025048 Machine Shop Services; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Frederick Machine & Manufacturing, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Frederick Machine & Manufacturing, Inc.; and

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

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

6. Resolution 2025-1001

Award Bid #2025047 Tree Removal & Stump Grinding - CRS #5948

WHEREAS, the Contract Compliance and Administration Department received bids on October 23, 2025 for Bid #2025047 Tree Removal & Stump Grinding; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to AJ's Tree Service; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with AJ's Tree Service.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

7. Resolution 2025-1002

Award RFP #202508 State & Federal Government Relations Services - CRS #5950

WHEREAS, proposals were received by the Contract Compliance & Administration Department on September 25, 2025 for RFP #202508 State & Federal Government Relations Services; and

WHEREAS, three (3) proposals were received and evaluated by Town representatives;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to Masiello Martucci Hughes; and

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

12/1/2025
A motion to approve was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and approved 4-0 (recused, Kulpa).

RESULT:	**ADOPTED [4 TO 0]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Lavin, Berger, Szukala, Marinucci
RECUSED:	Kulpa

8. Resolution 2025-1003

Extension of Bid #2023052 Town Wide Fire Alarm Inspection, Service & Security Monitoring - CRS #5960

WHEREAS, Davis-Ulmer Sprinkler Company, Inc. DBA All State Fire & Security has agreed to extend the Town Wide Fire Alarm Inspection, Service & Security Monitoring contract for an additional two-year term (original CRS #4524);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the Town Wide Fire Alarm Inspection, Service & Security Monitoring contract with Davis-Ulmer Sprinkler Company, Inc. DBA All State Fire & Security through December 31, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Davis-Ulmer Sprinkler Company, Inc. DBA All State Fire & Security.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

9. Resolution 2025-1004

Amendment to Tyler Technologies Contract - CRS #5958

WHEREAS, the Town entered into a contract with Tyler Technologies for their Time & Attendance module dated June 4, 2024, and that contract was amended on November 6, 2024; and

WHEREAS, an additional amendment is needed to change the start date of the project to January 1, 2026;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the to the Time and Attendance contract; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the contract amendment with Tyler Technologies.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

10. Resolution 2025-1005

Ice Melt Products - CRS #5965 & #5966

WHEREAS, the Contract Compliance and Administration Department is requesting approval to use the Erie County Contract for Ice Melt - Erie County Bid #250184-004 with SiteOne Landscape Supply (CRS #5965) and WB Mason (CRS #5966); and

WHEREAS, the contract term will be through October 31, 2026;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves and authorizes the Supervisor to sign the contracts with SiteOne Landscape Supply and WB Mason.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

11. Resolution 2025-1006

Award Bid #2025050 Waukesha Natural Gas Engine, Gearbox & PLC Service - CRS #5976

WHEREAS, the Contract Compliance and Administration Department received bids on November 6, 2025 for Bid #2025050 Waukesha Natural Gas Engine, Gearbox & PLC Service; and

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

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

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

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

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

12. Resolution 2025-1007

Award RFP #202509 Mental Health Clinician Services - CRS #5977

WHEREAS, proposals were received on October 16, 2025 for RFP #202509 Mental Health Clinician Services; and

WHEREAS, three (3) proposals were received and evaluated by Town representatives;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to Endeavor Health Services; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Endeavor Health Services; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that this project is grant funded and the Police Department would like to get a contract in place as soon as possible as the grant term began on October 1, 2025.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

1. Resolution 2025-1008

Adoption of the Revised Town of Amherst Comprehensive Emergency Management Plan

Please kindly adopt the Revised 2025 Town of Amherst Comprehensive Emergency Management Plan.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

K. ENGINEERING SERVICES:

1. Resolution 2025-1009

LED Street Light Maintenance – Contact Amendment Concrete Applied Technologies Corp. Dba CATCO Town of Amherst Job #2023.034A CRS ID #5970

On October 1, 2024, the Town Board awarded the LED Street Light Maintenance contract (Job No. 2023.034A) to Concrete Applied Technologies Corp. (CATCO), 1266 Townline Road, Alden, NY 14004, for the period October 1, 2024 through December 31, 2025.

Based on CATCO's satisfactory performance over the past year and the continued need for maintenance services, it is recommended that the Town Board authorize a contract amendment to include the Alternate Bid Items 1-51 and associated time extension for services through December 31, 2026 as per the attached bid tabulation, showing CATCO remains the low bidder regarding the Alternate Bid items.

Funding for this contract extension is available from Accounts A5182-4110 (General Highway Lighting) and E9997-4110 (Lighting District).

May I please have your approval to amend the contract with CATCO for LED Street Light Maintenance to include the alternate bid items and contract extension from January 1, 2026 through December 31, 2026?

This request is pending the successful completion of the contract review procedure. Thank you for your consideration.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2025-1010

Standardization of Multihog Equipment

WHEREAS, the Town of Amherst is in need of purchasing additional Multi-hog Snow Removal Machinery for the Town of Amherst Highway Department; and

WHEREAS, the Town of Amherst has utilized the Multihog product line with current inventory at the Town of Amherst Highway Department; and

WHEREAS, the Town Board of the Town of Amherst is authorized, pursuant to Section 103(5) of the New York State General Municipal Law, to declare a need, for reasons of efficiency and/or economy, for standardization in procurement;

NOW THEREFORE BE IT RESOLVED by the Town Board of the Town of Amherst that there is a need for standardization of a particular type of equipment for the Highway Department's use in sidewalk snow removal; and

BE IT FURTHER RESOLVED by the Town Board of the Town of Amherst that the need for standardization involves the purchase of a product in the Multihog line for the following reasons:

- The Highway Department employees have been currently working with Multihog equipment and are familiar with their operations and functions;
- The Highway Department repair shop personnel have been currently working with repairing our Multihog equipment and inventory of parts on hand for these pieces of equipment:
- Multihog has the availability for local service as needed in the past, including warranty work; and

BE IT FURTHER RESOLVED that, based upon the foregoing, there are reasons of efficiency or economy which underlie the need for standardization within the Highway Department to the Multihog product: and

BE IT FURTHER RESOLVED that the Town Board of the Town of Amherst, pursuant to Section 103(5) of the New York General Municipal Law, hereby adopts standardization of the snow removal equipment in the Highway Department to the Multihog product line.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

N. HUMAN RESOURCES:

1. Resolution 2025-1011

Extension of Employee Benefit Consultants CRS #5916

Please authorize the Supervisor to sign an Extension to the original Agreement (RES-2020-318) with Premier Consulting Associates, LLC for Employee Benefit Consulting Services through December 31, 2028.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2025-1012

Recreation Attendant - PT/Youth & Recreation

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department. Effective December 2, 2025, Temporary, $15.50ph, Step 1 for Abigael Wager.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2025-1013

Recreation Attendant - PT/Youth & Recreation

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department. Effective December 2, 2025, Temporary, $15.80ph, Step 1 for Lilianne Mahoney.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

4. Resolution 2025-1014

Recreation Attendant - PT/Youth & Recreation

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department (2 positions). Effective December 2, 2025, Temporary, $16.00ph, Step 1 for Lee Kenneth-Walsh and Dominic Enders.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

5. Resolution 2025-1015

Recreation Attendant - PT/Youth & Recreation

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department. Effective December 2, 2025, Temporary, $16.40ph, Step 4 for Quinn Rotella.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

6. Resolution 2025-1016

Recreation Specialist - PT/Youth & Recreation

Please appoint a Recreation Specialist - PT to the Youth & Recreation Department. Effective December 2, 2025, Temporary, $17.50ph, Step 1 for Ashley Latchford.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

7. Resolution 2025-1017

Youth Service Program Coordinator/Youth & Recreation

Please appoint a Youth Service Program Coordinator to the Youth & Recreation Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective December 2, 2025, at an annual salary of $50,807, Grade 10, Step C for Jaclyn Brant.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

8. Resolution 2025-1018

Program Leader - Youth/Youth & Recreation

Please appoint a Program Leader-Youth to the Youth & Recreation Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective December 2, 2025, at an annual salary of $43,803, Grade 9, Step A for Jacob Collins.

Contingent upon completing all pre-employment requirements.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

9. Resolution 2025-1019

Laborer/Youth & Recreation Department

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 2, 2025 at an hourly rate of $18.96, Grade 3, Step A for Austin Bush.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2025-1020

Sidewalk Waiver Request – SWW-2025-04; 681 Frankhauser Road

Sidewalk Waiver Request – SWW-2025-04; property located at 681 Frankhauser Road (SBL# 55.17-5-79). Forbes Capretto Homes, Petitioner.

12/1/2025
A motion to deny was made by Councilmember Marinucci, seconded by Councilmember Berger and was approved 4-1 (nay, Szukala).

RESULT:	**DEFEATED [4 TO 1]**
MOVER:	Angela Marinucci, Councilmember
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Marinucci
NAYS:	Szukala

2. Resolution 2025-1021

SWW-2025-05, Property Located at 699 Casey Road

Sidewalk Waiver Request – SWW-2025-05, property located at 699 Casey Road (SBL# 42.11-2-24). Fully Completely Inc., Petitioner.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2025-1022

Request for Public Hearing Proposed Zoning Code Text Amendment: Creating an Urban Renewal Area Overlay District (URAOD), ZTA-2023-05

Please schedule a public hearing on December 15, 2025 for a Zoning Code Text Amendment: Creating an Urban Renewal Area Overlay District (URAOD), ZTA-2023-05.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

Q. POLICE:

1. Resolution 2025-1023

Contract Extension: New York State University at Buffalo (CRS #5951) Use of Firearms Range at APD HQ

TOWN BOARD AGENDA ITEM : DECEMBER 1, 2025

TO: **Town Board**

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

RE: **Contract Extension: New York State University at Buffalo Use of Firearms Range at APD HQ (CRS #5951)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached contract extension with the New York State University at Buffalo with regard to the above matter. This will extend their current Memorandum of Understanding for the use of the Amherst Police Department Firearms Range. The original agreement was executed on January 5,

2022 (Town Board Resolution #2021-1127/CRS#3077) for a period of five (5) years. It is mutually agreed by both parties to extend the current MOU for an additional five (5) year period with the terms and conditions remaining the same. The extension period for this MOU will run from January 6, 2026 to January 5, 2031. This agreement has successfully completed the Contract Routing Process.

Thank you.

MSL:hs
Attachment
c: Tim Koller, Deputy Town Clerk (w/attachment, Agenda Item: December 1, 2025)

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2025-1024

Quadient Leasing, USA Inc. (CRS #5952) Lease of Postage Machine

TOWN BOARD AGENDA ITEM : DECEMBER 1, 2025

TO: **Town Board**

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

RE: **Quadient Leasing, USA Inc. (CRS #5952)**
Lease of Postage Machine

Kindly adopt a resolution authorizing the Supervisor to execute the attached contract with Quadient Leasing, USA Inc., with regard to the above matter. Approval of this agreement is contingent upon the successful completion of the Contract Routing Process.

Thank you.

MSL:hs
Attachment
c: Tim Koller, Deputy Town Clerk (w/attachment, Agenda Item: December 1, 2025)

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

R. SENIOR SERVICES:

S. SEWER/PLANT 16:

1. Resolution 2025-1025

Auction of Sewer Maintenance Surplus Equipment

The Sewer Maintenance Division is seeking to participate in the Auctions International online auction to dispose of old and surplus equipment.

The following equipment is slated for auction:

	ID	Description	VIN/Serial #	Condition
1.	SH-EQ01	Coats 850 Wheel Balancer	0410300724	Fair

Proceeds from the auctioned equipment will be deposited into the Sewer Maintenance operating budget after any outstanding debt has been paid.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2025-1026

CCTV Sewer Inspection Equipment Cues, Inc. CRS No. 5971

The Engineering Department is requesting the Town Board authorize the attached agreement with Cues, Inc for the purchase of equipment and parts, equipment service and acquisition of rental/loaner equipment. Cues, Inc. is the sole source provider (letter attached) of parts and service for our sewer inspection equipment. We are also requesting a

waiver of insurance as this vendor is out of the area and all equipment and service is utilized via third party shipper. This contract shall be valid from January 1, 2026 thru December 31, 2028.

Funding is available within the Engineering Department - Sewer Maintenance operating budget G9000-4300.

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

Thank you for considering this request.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2025-1027

Contract Extension - Bid 2023049 Transportation of Stabilized Sludge Cake & Screenings Stancor LLC. CRS No. 5955

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Stancor LLC. The terms and conditions within the current contract Bid 2023049 – Transportation of Stabilized Sludge Cake & Screenings will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from January 04, 2026 through January 03, 2027.

Funds for this request are available in G9916-4950.

Thank you for considering this request.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

4. Resolution 2025-1028

TOA Bid 2025002 Sodium Hydroxide 50% Solution Slack Chemicals Company, Inc. CRS No.5956

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Slack Chemical Company, Inc. The terms and conditions within Town of Amherst Bid 2025002 Sodium Hydroxide 50% Solution will remain the same. The term of this contract extension will be from February 05, 2026 and run through August 04, 2026.

Funds for this request are available in G9916-4830.

Thank you for considering this request.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

5. Resolution 2025-1029

TOA Bid 2024045 Ferric Chloride Solution PVS Technologies, Inc. CRS No. 5959

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with PVS Technologies, Inc. The terms and conditions within Town of Amherst Bid 2024045 Ferric Chloride Solution will remain the same.

This request is pending successful completion of the contract review process. The term of this contract extension will be from January 03, 2026 and run through January 02, 2027.

Funds for this request are available in G9916-4800.

Thank you for considering this request.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

6. Resolution 2025-1030

2026 MOA Renewal for WNY Stormwater Coalition CRS #5949

The Town of Amherst is a voting member of the Western New York Stormwater Coalition. The Engineering Department recommends and requests authorization for the Town Supervisor to sign the attached Memorandum of Agreement with the Western New York Coalition. This agreement is an extension of the existing agreement with the coalition. The annual fee of $2,000.00 will be paid out of H8000-4110.

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

Thank you for considering this request.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

7. Resolution 2025-1031

Change Order No. 4 No Cost Time Extension Progressive Roofing Inc. WPCF: Roof System Improvements Town of Amherst Project No. 2016.002B CRS #5981

The Engineering Department WPCF division requests the Town Board approve the above referenced change order, which calls for a time extension in order to complete the work. The project substantial completion date of September 30, 2025 will be extended to July 2, 2026, with a final completion date (by contract) of August 31, 2026. This change order will provide the Contractor with the time necessary to reapply the polyurethane top coat to Building No. 1, which in many instances has not cured properly due to late season

application. The polyurethane coating has strict temperature and weather restrictions during application, and cannot be done during the winter and spring.

Pending successful completion of the contract approval procedure, may we have your approval.

Thank you for considering this request.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

T. YOUTH AND RECREATION:

1. Resolution 2025-1032

Purchsae Authorization

WHEREAS the Town of Amherst had a contract with Professional Turf Services for sports fields materials, and

WHEREAS that contract included two, 24-month extensions, and

WHEREAS, an employee unknowingly ordered needed materials before the extension was processed, and

WHEREAS, the employee no longer has ordering privileges, and

WHEREAS, funds for this purchase exist in the department's budget,

NOW THEREFORE, BE IT RESOLVED that the Amherst Town Board authorizes the payment of Invoice 30832 in the amount of $4,747.64 to Professional Turf Services.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2025-119

North Bailey Fire Co. Project - Fee Waiver Request

Letter from North Bailey Fire Company's President William Richter regarding the final phase of their multi-phase project for the fire station and the request to have the Town waive any and all fees associated with the project.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Communication 2025-120

Correspondence from Steven Cohen

Email from Steven Cohen regarding an erosion problem with their property.

12/1/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

3. Communication 2025-121

Notice of Claim: Karen C. Cuevas Vs. Town of Amherst

12/1/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

4. Communication 2025-122

Notice of Petition: Derrick M. Anderson Vs. Town of Amherst Et Al.

12/1/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

5. Communication 2025-123

Notice of Claim: Bruce D. Dove Vs. Town of Amherst Et Al.

12/1/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

6. Communication 2025-124

Notice of Claim: Progressive A/S/O Nicole M Heckler Vs. Town of Amherst

12/1/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

7. Communication 2025-125

Notice of Claim: SubroIQ A/S/O State Farm Insurance Group Vs. Town of Amherst

12/1/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

8. Communication 2025-126

Notice of Claim: Liberty Insurance Corporation A/S/O Joseph Brozek Vs. Town of Amherst

12/1/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

9. Communication 2025-127

Summons and Complaint: Crosscountry Mortgage LLC Vs. Town of Amherst Et Al.

12/1/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

XVI. PUBLIC IMPROVEMENT PERMITS

1. Resolution 2025-1033

Private Improvement Permit No. 3133 Sanitary Sewer Villas at Essex Woods 2018.029/SP-2018-08A

This is to certify that the above referenced private sanitary sewers constructed under PIP 3133 have been completed in accordance with plans and specifications.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2025-1034

Private Improvement Permit No. 3134 Waterline Villas at Essex Woods 2018.029/SP-2018-08A

This is to certify that the above referenced private waterline constructed under PIP 3134 has been completed in accordance with plans and specifications.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

XVII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 1 unlisted item. The motion was seconded by Deputy Supervisor Lavin and unanimously approved 5-0. Suspension of Rules was opened at 4:31 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was closed at 4:38 PM.

1. Resolution 2025-1035

Adoption of Local Law for Rezoning of 2577 Millersport Highway

SUSPENSION ITEM – DECEMBER 1ST, 2025 AGENDA

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **December 1, 2025**

RE: **Adoption of Local Law For Rezoning of 2577 Millersport Highway**

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

WHEREAS, the adoption of the above Local Law was adjourned to the December 15th, 2025 Town Board meeting at the November 10th Town Board meeting (Resolution #2025-702), which is attached for reference; and

WHEREAS, due to scheduling conflicts, it is respectfully requested that adoption of this Local Law be moved from the December 15th, 2025 Town Board meeting to the December 1st, 2025 Town Board meeting; and

WHEREAS, a Public Hearing was previously held at the August 18th, 2025 Town Board meeting and the Public Hearing was closed on the same date; and

WHEREAS, SEQR was adopted at the September 30th, 2025 Town Board meeting by Resolution #2025-777, which is attached for reference; and

WHEREAS, the following condition was previously included in Resolution #2025-702:

1. That deed restrictions be filed that provide and maintain greenspace and landscape buffers measuring 25 feet along the adjacent residential zoning to the east and south of the subject site.

WHEREAS, the Town Board would like to amend Resolution #2025-702 to include a second condition as follows:

2. <u>That the petitioner shall provide an acoustical analysis of any drive-through operations as part of his/her site plan submission and to be considered by the Planning Board.</u>

THEREFORE BE IT RESOLVED that the Local Law be adopted as amended.

SBB:nmb
Attachments
c: Timothy Koller, Deputy Town Clerk
(*w/attachments,* **Suspension Agenda Item – December 1st, 2025)**
Daniel Howard, Director of Planning (*w/attachments)*
Daniel Ulatowski, Assistant Planning Director/ZEO (*w/attachments)*

<u>12/1/2025</u>
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Lavin. A motion was then made by Supervisor Kulpa to amend, seconded by Councilmember Berger and approved 4-1 via Roll call vote (nay, Marinucci). Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Berger and approved 4-1 via Roll call vote (nay, Marinucci).

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

XVIII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. Public Expression was opened at 4:38 PM.

The following speakers addressed the Town Board:
Kathleen Semidey, 33 Collins Ct - 2577 Millersport Highway rezoning
Joe Voytovich, 35 Bucyrus Dr - Resolution 2025-983

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 4:49 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, at 4:49 PM Supervisor Kulpa moved to adjourn to Executive Session, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

At 6:02 PM, a motion to exit the Executive Session was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 5-0. A motion to adjourn the Town Board meeting was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 5-0.

The Town Board meeting of December 1, 2025 was adjourned at 6:03 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31225 **RESOLUTION 2025-983** **ADOPTED**

Renaming of Amherst Main Library at Audubon to the Honorable Shirley Chisholm Library

Public hearing with respect to the Renaming of Amherst Main Library at Audubon to the Honorable Shirley Chisholm Library.

12/1/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 3:12 PM.

Liz Burakowski, Director of Special Projects, presented.

The following individuals spoke:
Larry Hunter, Sundown Trl
Shyam Sriram, Canisius University Professor
Marilyn Feuerstein, 134 Waxwing ct
Lynn Alan Konovitz, 140 Brookedge Dr
Patricia Dore, 321 Reist St
Carolyn Giambra, 755 Renaissance
Kristi Dougherty, Amherst Public Library Director
Sheri Scavone, 7 Campbell Meadows
Kevin Z., 75 Byeberry Ct
April Baskin, State Senator
Robert McLennan, 44 Thames Ct
Judy Fachko, 136 October Ln
Joe Voytovich, 35 Bucyrus Dr
Peter Arnold, 1296 Dodge Rd
Lisa Bloch Rodwin, 48 Amherstdale Rd
Jerry Schad, 199 Meadowview Ln

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. The public hearing was closed at 4:01 PM.

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

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Marinucci, Councilmember
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

TIMOTHY M. KENNEDY
26TH DISTRICT, NEW YORK

WASHINGTON OFFICE
423 CANNON HOB
WASHINGTON, DC 20515
(202) 225–3306

DISTRICT OFFICE
726 EXCHANGE STREET, SUITE 601
BUFFALO, NY 14210
(716) 852–3501

800 MAIN STREET, SUITE 3C
NIAGARA FALLS, 14301
(716) 282–1274

Congress of the United States
House of Representatives
Washington, DC 20515

COMMITTEE ON HOMELAND SECURITY
RANKING MEMBER, SUBCOMMITTEE ON EMERGENCY MANAGEMENT AND TECHNOLOGY
SUBCOMMITTEE ON TRANSPORTATION AND MARITIME SECURITY

HOUSE VETERANS' AFFAIRS COMMITTEE
SUBCOMMITTEE ON ECONOMIC OPPORTUNITY
SUBCOMMITTEE ON OVERSIGHT AND INVESTIGATIONS

REGIONAL WHIP, NEW YORK STATE

CO-CHAIR, NORTHERN BORDER CAUCUS

November 24, 2025

Amherst Town Board
Municipal Building
5583 Main Street
Amherst, NY 14221

Dear Councilmembers:

As the Member of Congress representing the Town of Amherst, I am writing to express my strong support for Councilmember Angela Marinucci's resolution that seeks to rename the Amherst Main Library in honor of the Honorable Shirley Chisholm. Renaming the library after Congresswoman Chisholm would pay tribute to her extraordinary legacy and highlight the shared commitment she and our public libraries hold to ensuring equitable access to information for all.

Congresswoman Chisholm was a devoted public servant whose life's work centered on expanding opportunity. After beginning her career as a nursery school teacher, she was elected to the New York State Assembly in 1964, where she championed unemployment benefits, educational access, and racial and gender equality. She would then go on to become the first African American woman to serve in Congress and the first African American to seek a major party's presidential nomination. Following her retirement from Congress, Chisholm and her husband decided to settle in Williamsville in the Town of Amherst.

Throughout her career, Congresswoman Chisholm remained unwavering in her pursuit of justice and progress, even in the face of a resistant society. Guided by her campaign slogan, "unbought and unbossed," she consistently advocated for those underserved and underrepresented. As a trailblazer for freedom of thought and as a late member of our Western New York community, I believe it to be an incredibly fitting tribute to rename the Amherst Main Library in her honor.

For these reasons, I strongly support Councilmember Marinucci's resolution. Thank you for your consideration of this important matter. Should you have any questions, I welcome your call.

Sincerely,

Timothy M. Kennedy

Timothy M. Kennedy
Member of Congress (NY-26)

Attachment: Multiple Support Letters for Library Name Change (RES-2025-983 : Renaming of Amherst Main Library at Audubon to the

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

KAREN MCMAHON
Assemblymember, 146th District

5500 Main Street, Suite 224
Williamsville, New York 14221
716-634-1895
FAX: 716-634-1250

CHAIR
Committee on Ethics and Guidance
Commission on Legislative Ethics

COMMITTEES
Environmental Conservation
Higher Education
Judiciary
Libraries and Education Technology
People With Disabilities
Transportation

November 17, 2025

Amherst Town Board
Amherst Municipal Building
5583 Main Street
Williamsville, NY 14221

Dear Amherst Town Board Members:

I write today in strong support of renaming the Main Library (Audubon) as the Honorable Shirley Chisholm Library. This designation would be a fitting and deeply meaningful tribute to one of the most consequential public servants in American history—a woman whose courage, intellect, and unwavering moral clarity helped reshape our state and our nation.

Shirley Anita Chisholm was born in Brooklyn on November 30, 1924, the eldest daughter of parents who immigrated from Guyana and Barbados. A proud product of New York's public schools, she graduated from Brooklyn Girls' High School in 1942 and cum laude from Brooklyn College in 1946, where she excelled as a debater and scholar. After beginning her career as an early childhood educator, she earned her master's degree from Columbia University and quickly became a respected voice in the movements for educational equity and social justice.

Throughout the 1950s and 1960s, Chisholm distinguished herself as a dedicated advocate through her involvement in the League of Women Voters, the NAACP, the Urban League, and the Brooklyn Democratic Club. Her leadership and commitment to community propelled her into elected office, and in 1964 she was elected to the New York State Assembly. Four years later, in 1968, she shattered a national barrier by becoming the first African American woman elected to the United States House of Representatives.

During her tenure in Congress, Shirley Chisholm introduced more than 50 pieces of legislation and fought relentlessly on behalf of children, families, women, and marginalized communities. She championed education, economic opportunity, racial and gender justice, and an end to the Vietnam War. She served on the Agriculture and Education Committees and made history again as the first Black woman—and only the second woman ever—to serve on the powerful House Rules Committee.

In 1972, Shirley Chisholm once again broke new ground when she became the first African American woman to run for President of the United States, and the first woman to seek the Democratic Party's presidential nomination. Running "not as a candidate of Black America or of the women's movement, but as a candidate of the people," she built a multiracial, intergenerational coalition of students, women, and voters seeking change. Despite limited funding and resistance from political institutions, she competed in 12 primaries and earned the support of 152 delegates—an extraordinary accomplishment that continues to inspire generations.

Attachment: Multiple Support Letters for Library Name Change (RES-2025-983 : Renaming of Amherst Main Library at Audubon to the

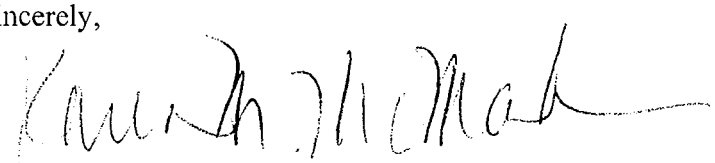
After retiring from Congress in 1983, Chisholm and her husband, Arthur Hardwick—himself a former New York State Assembly Member from Buffalo—made their home in Amherst on Crestwood Lane. They remained active in civic life, contributing their leadership and experience to organizations including the NAACP. Shirley Chisholm died in 2005 and was laid to rest at Forest Lawn Cemetery in Buffalo. Her headstone bears the motto that defined her life and career: "Unbought and Unbossed."

Renaming the Main Library in her honor would recognize not only Shirley Chisholm's national legacy, but also her meaningful connection to Western New York. Libraries serve as centers for learning, civic engagement, and aspiration—values that Chisholm championed throughout her life. Naming this institution after her would provide an enduring reminder of what principled leadership looks like and would inspire future generations to learn, question, and lead with integrity.

For these reasons, I respectfully and enthusiastically support the renaming of the Main Library (Audubon) as the Honorable Shirley Chisholm Library. It is a tribute worthy of her extraordinary life and of the community she chose to call home.

Thank you for your consideration.

Sincerely,



Karen M. McMahon
New York State Assembly
District 146

Attachment: Multiple Support Letters for Library Name Change (RES-2025-983 : Renaming of Amherst Main Library at Audubon to the

CHAIR
PROCUREMENT AND CONTRACTS

COMMITTEES
CITIES 2
COMMERCE, ECONOMIC DEVELOPMENT AND SMALL BUSINESS
CULTURAL AFFAIRS, TOURISM, PARKS AND RECREATION
LOCAL GOVERNMENT
VETERANS, HOMELAND SECURITY AND MILITARY AFFAIRS
WOMEN'S ISSUES

THE SENATE
STATE OF NEW YORK

SENATOR APRIL N.M. BASKIN
63RD DISTRICT

ALBANY OFFICE
815 LEGISLATIVE OFFICE BUILDING
ALBANY, NEW YORK 12247
PHONE: 518-455-2426

DISTRICT OFFICE
40 LA RIVIERE DR., STE. 121
BUFFALO, NY 14202
PHONE: (716) 826-2683

E-MAIL
baskin@nysenate.gov

November 19, 2025

Amherst Town Board
Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

Dear Amherst Town Board Members:

I write in strong support of the proposal to rename the Audubon Branch Library in the Town of Amherst as the Shirley Chisholm Library. Shirley Chisholm was a trailblazing public servant whose legacy continues to shape our nation. As the first Black woman elected to the United States Congress and the first Black woman to seek a major party's nomination for President, she broke barriers not only for Black Americans and women, but for all people who believe in a more inclusive and representative democracy. Her motto, "Unbought and Unbossed," reflected a lifelong commitment to equity, integrity, and courageous leadership in the face of resistance.

Renaming the library in Congresswoman Chisholm's honor would send a powerful message to our children and families about who is valued, remembered, and uplifted in our community. Libraries are more than buildings; they are gateways to opportunity, places where young people discover role models, and spaces where residents engage with ideas, history, and one another. A public institution named for Shirley Chisholm would encourage learning about her life and contributions, and invite honest conversations about our shared history and our shared future.

I understand that some members of the community may be unfamiliar with Congresswoman Chisholm or unsure why a library in Amherst should bear her name. In my view, that is precisely why this dedication is so meaningful. Choosing to honor a national leader who championed civil rights, women's rights, and social justice reflects the best of Erie County's values: fairness, inclusion, and respect for the contributions of all people. It is an investment in education, understanding, and unity at a time when many communities are grappling with division and misunderstanding.

I am committed to building communities where every resident feels seen and where our public spaces reflect the rich diversity of the people who call Western New York home. Naming the Audubon Library after Shirley Chisholm would be an important step in that direction and a source of pride for generations to come.

Attachment: Multiple Support Letters for Library Name Change (RES-2025-983 : Renaming of Amherst Main Library at Audubon to the

Thank you for your thoughtful consideration of this proposal and for your continued work to support literacy, learning, and civic engagement in Erie County. Please know that you have my full support for the renaming of the library as the Shirley Chisholm Library.

Sincerely,



Senator April N.M. Baskin
New York State Senate, 63rd District

Attachment: Multiple Support Letters for Library Name Change (RES-2025-983 : Renaming of Amherst Main Library at Audubon to the

JON D. RIVERA
Assemblymember 149th District Erie County

THE ASSEMBLY
STATE OF NEW
YORK ALBANY

COMMITTEES
Labor Election Law
Energy Housing
Local Governments Tourism, Parks, Arts and Sports Development

November 25, 2025

Angela Marinucci
Councilmember
Town of Amherst

Dear Councilmember Marinucci:

Please accept this letter indicating my strong support for the renaming of the Main Library to the Honorable Shirley Chisholm Library in the Town of Amherst.

Representation matters for women and people of color, particularly those who have blazed a trail forward not just for the women and girls who follow, but for an entire community. What a community chooses to valorize speaks volumes about who that community is, what the members value collectively and the message that community conveys to the larger world. Shirley Chisholm's commitment to public service and education serve as a testament to the values that shaped her; "unbought and unbossed" wasn't just a slogan, it was her belief that public service was about serving her community, something that we can all aspire to regardless of our age, ability, or job title.

A public library is the most appropriate space to honor Shirley Chisholm. As the first African American woman to serve in Congress, a founding member of the Congressional Black Caucus and the Congressional Women's Caucus and the first woman and African American to seek the Democratic Presidential nomination in 1972, her sense of duty and commitment to the advancement of society is without a doubt.

As the first Puerto Rican member of the Assembly to ever be elected outside New York City, I feel strongly that when have have opportunities to honor the trailblazers who came before us, it is our responsibility to do so wholeheartedly and without hesitation. I strongly support the renaming of the Main Library to the Honorable Chisholm library!

Sincerely,

Jonathan D. Rivera
Member of Assembly
District 149

JR/rc

DISTRICT OFFICES: 65 Grant Street, Buffalo, New York 14213 • PHONE: 716-885-9630, FAX: 716-885-9636
40 Main Street, Lower Back Entrance, Hamburg, New York 14075 • PHONE: 716-985-7001, FAX: 716-648-1064
ALBANY OFFICE: 540 Legislative Office Building, Albany, New York 12248 • PHONE: 518-455-4886, FAX: 518-455-4890 EMAIL: riverajd@nyassembly.gov

Attachment: Multiple Support Letters for Library Name Change (RES-2025-983 : Renaming of Amherst Main Library at Audubon to the

ERIE COUNTY LEGISLATURE

HON. LAWRENCE DUPRE

1ST DISTRICT LEGISLATOR

1367 Fillmore Ave.
Buffalo, NY 14211

November 24, 2025

Amherst Town Board
Municipal Building
5583 Main Street
Amherst, NY 14221

Dear Members of the Town Board:

I am writing to express my strong support for Councilmember Angela Marinucci's proposal to rename the Audubon Public Library branch in honor of Shirley Chisholm. I want to commend Councilmember Marinucci for bringing this forward, it's exactly the kind of thoughtful, forward-looking work that makes me proud to serve alongside colleagues like her.

Shirley Chisholm was so much more than a trailblazer—though she was certainly that, as the first Black woman elected to Congress and the first to seek a major party's nomination for President. She was a lifelong educator and an unshakeable believer in democracy, civic participation, and the power of public institutions to change lives. Her mantra, "unbought and unbossed," speaks to the kind of independent, community-rooted leadership that Western New York needs and that our young people deserve to see reflected in the places they visit every day.

Libraries hold a special place in our communities. They're where children first learn to see themselves in stories, where immigrants and newcomers find a foothold, and where seniors and working families stay connected to information and opportunity. Imagine what it would mean for a child to walk through doors bearing Shirley Chisholm's name. Every visit would become a quiet lesson in courage, representation, and what's possible when you believe in yourself and your community.

This recognition also fits beautifully with the work happening across Erie County to honor a more complete and inclusive history. I hear regularly from constituents and community organizations who want our public spaces to better reflect the diversity and resilience of the people who call this place home. Honoring Shirley Chisholm in Amherst would be a meaningful step forward and would show that our shared values extend across municipal lines.

I hope you will join Councilmember Marinucci in supporting this effort. It's an opportunity to affirm for the next generation that their heroes belong not just in history books, but on the front doors of their neighborhood institutions. Please know that I stand ready to support this initiative in whatever way is most helpful.

Thank you for your consideration and for your continued service to the people of Amherst.

Sincerely,

Lawrence Dupre
Erie County Legislator District 1

Attachment: Multiple Support Letters for Library Name Change (RES-2025-983 : Renaming of Amherst Main Library at Audubon to the

County of Erie

OFFICE OF PUBLIC ADVOCACY
KAREN L. KING, PHD
Commissioner, Office of Public Advocacy
Executive Director, Commision on the Status of Women

November 19, 2025

Angela Marinucci
Councilmember
Town of Amherst

Dear Councilmember Marinucci:
Please accept this letter of support for the renaming of the Main Library to the Honorable Shirley Chisholm Library in the Town of Amherst.

I can't stress enough the importance of representation and recognition of women who have blazed a trail forward not just for the women and girls who follow, but for an entire community. What a community chooses to valorize speaks volumes about who that community is, what the members value collectively and the message that community conveys to the larger world. Shirley Chisholm's commitment to public service and education serve as a testament to the values that shaped her; "unbought and unbossed" wasn't just a slogan it was her belief that public service was about serving the people!

A public library is the most appropriate space to honor Shirley Chisholm and to educate the community about her contribution to public service and the courage and determination it took to enter into politics as a "first". Chisholm was the first African American woman to serve in Congress, a founding member of the Congressional Black Caucus and the Congressional Women's Caucus and the first woman and African American to seek the Democratic Presidential nomination in 1972.

As the Executive Director of the Erie County Commission on the Status of Women, I vigorously support the renaming of the Main Library to the Honorable Chisholm library!

Sincerely,

Karen King
Karen L. King, PhD
Commissioner of Public Advocacy

95 FRANKLIN STREET • ROOM 651 • BUFFALO, NEW YORK • 14202 · (716) 858-8307 · www.karen.king@erie.gov

Attachment: Multiple Support Letters for Library Name Change (RES-2025-983 : Renaming of Amherst Main Library at Audubon to the

Attachment: Multiple Support Letters for Library Name Change (RES-2025-983 : Renaming of Amherst Main Library at Audubon to the

WNY WOMEN'S FOUNDATION

I am writing to express my strong support for the Resolution to rename the Amherst Main Library in honor of the Honorable Shirley Chisholm. This change would recognize the extraordinary legacy of a former Amherst resident and affirm our town's commitment to equity, civic participation, and inclusive public institutions.

Shirley Chisholm was a groundbreaking public servant and one of the most consequential political trailblazers of the 20th century. Born in 1924 in Brooklyn to immigrant parents, she became the second African-American elected to the New York State Legislature in 1964 and, in 1968, the first African-American woman elected to Congress. She made history again in 1972 as the first African-American woman to run for president, reshaping American politics and expanding the possibilities for women and people of color. While her campaign was unsuccessful, "Fighting Shirley" continued to advocate for racial and gender equity. During her seven terms in Congress, she introduced more than 50 pieces of legislation supporting women, children, immigrants, people with low income, and communities of color.

A co-founder of both the National Women's Political Caucus and the Congressional Black Caucus, Shirley remained committed to giving voice to those who had been historically ignored. Her autobiography's title, *Unbought and Unbossed*, became her motto - a lasting reminder of her refusal to be limited by expectations or political pressure. After retiring in 1983, she and her husband moved to Amherst. She passed away in 2005 and was laid to rest in Forest Lawn Cemetery, further connecting her legacy to Western New York. Naming our library in her honor would recognize her lasting impact on our town as well as on our nation.

Chisholm's fight for racial, gender, and economic justice remains deeply relevant today. Although women have made significant progress since her time, they still face persistent inequalities - from wage gaps and barriers to leadership to disproportionate caregiving responsibilities and inequitable economic opportunities. Chisholm understood that structural inequities could not be dismantled without women's full participation in public life. As she famously declared, "If they don't give you a seat at the table, bring a folding chair." She also reminded us that "our country needs women's idealism and determination, perhaps more in politics than anywhere else." These words resonate profoundly as our communities continue to confront gender-based disparities in income, healthcare access, political representation, and workplace advancement.

Public libraries serve as centers of learning, empowerment, and opportunity - values that mirror Chisholm's lifelong work. Renaming the Amherst Main Library in her honor would send a powerful message to current and future generations that Amherst recognizes the courage

required to challenge inequality and celebrates leaders who dedicate their lives to expanding rights and opportunities for all. For these reasons, I respectfully urge the Amherst Town Board to adopt the Resolution to rename the Amherst Main Library as the Honorable Shirley Chisholm Library - a fitting tribute to a woman who "dared to be a catalyst of change" and whose example continues to inspire our collective pursuit of justice and equal opportunity.

Respectfully,

Sheri L. Scavone, ESHA, PT, Executive Coach

CEO, WNY Women's Foundation

Amherst Resident

Attachment: Multiple Support Letters for Library Name Change (RES-2025-983 : Renaming of Amherst Main Library at Audubon to the

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 31202 **RESOLUTION 2025-984** **ADOPTED**

Set Public Hearing Date – Parking Restriction on the East Side of Callodine Avenue

Please schedule a public hearing on the second Town Board meeting in January 2026 to establish a parking restriction on the east side of Callodine Avenue between Oxford Avenue and Longmeadow Road.

> "Parking is hereby restricted on the east side of Callodine Avenue between Oxford Avenue and Longmeadow Road, across the intersection of Freemont Avenue, for an approximate distance of 1,975 feet, at all times."

12/1/2025
A motion to approve was made by Councilmember Szukala, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

< $1,000 in sign materials

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Szukala, Councilmember
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 31203 **RESOLUTION 2025-985** **ADOPTED**

Set Public Hearing Date – Parking Restriction on Heim Road at Southwedge Drive Corners

Please schedule a public hearing on the second Town Board meeting in January 2026 to establish a parking restriction on the south side of Heim Road at both corners of the Southwedge Drive intersection.

> "Parking is hereby restricted on the south side of Heim Road between the east curbline of Southwedge Drive to a point that is 100 feet east along Heim Road, at all times."
>
> And,
>
> "Parking is hereby restricted on the south side of Heim Road between the west curbline of Southwedge Drive to a point that is 100 feet west along Heim Road, at all times."

12/1/2025
A motion to approve was made by Councilmember Szukala, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

< $100 in sign materials

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Szukala, Councilmember
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 31201 **RESOLUTION 2025-986** **ADOPTED**

Set Public Hearing Date – Miller's Crossing Stop Sign Installation

Please schedule a public hearing on the second Town Board meeting in January 2026 to install a stop sign at the intersection of Autumn Meadows Lane and Streamsong Court within the Miller's Crossing Subdivision.

> "The tee intersection of Autumn Meadows Lane and Streamsong Court is hereby designated as a stop-controlled intersection, and a stop sign shall be installed at the northwest corner, oriented to stop the southbound approach."

12/1/2025
A motion to approve was made by Councilmember Szukala, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

< $100 in sign materials

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Szukala, Councilmember
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 31158 **RESOLUTION 2025-987** **ADOPTED**

New Firefighter for Swormville Fire Company

New firefighter for the Swormville Fire Company lives in the Town of Amherst and resides within the Swormville fire district.

Matthew J. Klyczek
35 Offshore Dr
East Amherst, NY 14051

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

Swormville Fire Company

6971 Transit Rd
East Amherst, New York 14051
Phone: (716) 688-7055 **Fax:** (716) 688-4736

STATEMENT OF VOLLUNTEER FIRE COMPANY OFFICIAL

Matthew J Klyczek
(Name)

35 Offshore DR.
(Address)

E. Amherst, N.Y. 14051

The address of the applicant listed above is within the fire protection district or territory protected by such Fire Protection District to which he / she is applying, namely **Swormville Fire Company.** We have verified the applicant's residence address were applicable by examining their driver's license or other document such as a lease, utility bill, paystub, or other suitable document.

Craig Swanson
(Craig Swanson, Membership Committee)

Date: 11 / 10 / 25

Attachment: Swormville Fire_20251110_112231 (RES-2025-987 : New Firefighter for Swormville Fire Company)

Swormville Fire Company

6971 Transit Rd
East Amherst, New York 14051
Phone: (716) 688-7055 **Fax:** (716) 688-4736

Clerk- Francina J Spoth
Town of Amherst
5583 Main St.
Williamsville, NY 14221

Dear, Francina Spoth

Please allow this letter to serve as notification that the following individual has joined the Swormville Fire Company as an active member. Please add their information to your records.

Matthew J Klyczek
(Name)

35 Offshore DR.
(Address)

E. Amherst, NY 14051

The residency verification forms are enclosed. I can be reached at with any questions.

Thank you for your assistance in this matter.

Sincerely,

Membership Committee

Attachment: Swormville Fire_20251110_112231 (RES-2025-987 : New Firefighter for Swormville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 31171 **RESOLUTION 2025-988** **ADOPTED**

Authorization for Pre-Payment to RDT Mail Corp for the 2026 Town and County Tax Bills and Receipts

We are requesting approval for and directive to the Comptroller for pre-payment to RDT Mail Corp for the mailing of the 2026 Town & County Tax Bills ($18,144.00) and for the 2026 Town & County Tax Receipts ($12,768.00).

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A 1410 4020 (Postage) $18,144.00 (2026 Town and County Tax Bills)

A 1410 4020 (Postage) $12,768.00 (2026 Town and County Tax Receipts)

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

RDT Mail Corp

4444 Broadway
Depew, NY 14043 US
accounting@rdtmail.com

INVOICE

BILL TO
Town of Amherst
5583 Main St
Williamsville, NY 14221

SHIP TO
Town of Amherst
5583 Main St
Williamsville, NY 14221

INVOICE	80577
DATE	11/18/2025
TERMS	Due on receipt
DUE DATE	11/18/2025

COST CENTER
2026 Tax Bills

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOU
	Prepaid Postage	Prepaid Postage - Tax Bills	27,000	0.672	18,144.

Please send all ACH remittances and invoice questions to accounting@rdtmail.com.

SUBTOTAL	18,144.
TAX	0.
TOTAL	18,144.
BALANCE DUE	**$18,144.**

Pay Invoice

Attachment: RDT 2026 TC Tax Bills Invoice (RES-2025-988 : Authorization for Pre-Payment to RDT Mail Corp for the 2026 Town and County Tax

RDT Mail Corp
4444 Broadway
Depew, NY 14043 US
accounting@rdtmail.com

INVOICE

BILL TO
Town of Amherst
5583 Main St
Williamsville, NY 14221

SHIP TO
Town of Amherst
5583 Main St
Williamsville, NY 14221

INVOICE	80576
DATE	11/18/2025
TERMS	Due on receipt
DUE DATE	11/18/2025

COST CENTER
2026 Tax Receipts

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOU
	Prepaid Postage	Prepaid Postage - Tax Receipts	19,000	0.672	12,768

Please send all ACH remittances and invoice questions to accounting@rdtmail.com.

SUBTOTAL	12,768.
TAX	0.
TOTAL	12,768.
BALANCE DUE	**$12,768.(**

Pay Invoice

Attachment: RDT 2026 TC Tax Receipts Invoice (RES-2025-988 : Authorization for Pre-Payment to RDT Mail Corp for the 2026 Town and County

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Town Clerk
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 31188 **RESOLUTION 2025-989** **ADOPTED**

GRANICUS, LLC Meeting Management Software for Minute Traq CRS #5826

Please authorize the Supervisor to sign the Service Agreement Renewal with Granicus, LLC for Minute Traq Meeting Management Software.

The agreement is valid from 10/1/2025 to 03/31/2026. This is a prorated contract. Granicus is phasing out support for this version of Minute Traq. The Town has approved a new vendor for Meeting Management Software. The platform will be phased in over the next 3 months.

The funds will be paid from Trust Account 4011 4002.

Approval is pending successful completion of the Contract Routing Process.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

$6,175.76 Org T-4011 Obj 4002

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

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
Amherst, NY

Granicus Budgetary Proposal for Amherst, NY

ORDER DETAILS

Prepared By:	Mike Monroy
Phone:	
Email:	mike.monroy@granicus.com
Order #:	Q-474688
Prepared On:	18 Sep 2025
Expires On:	30 Sep 2025

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	30 Sep 2025
Period of Performance:	01 Oct 2025 - 31 Mar 2026

Attachment: 5826_original_contract_13019 (RES-2025-989 : GRANICUS, LLC Meeting Management Software for Minute Traq)

GRANICUS

Order Form
Amherst, NY

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/ Unit	Annual Fee	Prorated Fee
IQM2 - Agenda & Minutes	01 Oct 2025 - 31 Mar 2026	Annual	1 Each	$12,351.52	$6,175.76
			SUBTOTAL:	$12,351.52	$6,175.76

Attachment: 5826_original_contract_13019 (RES-2025-989 : GRANICUS, LLC Meeting Management Software for Minute Traq)

GRANICUS

Order Form
Amherst, NY

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-474688 dated 18 Sep 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Amherst, NY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and conditions set forth in the Agreement effective 17 Apr 2023 are incorporated herein by reference.

Attachment: 5826_original_contract_13019 (RES-2025-989 : GRANICUS, LLC Meeting Management Software for Minute Traq)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Town Clerk
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 31197 **RESOLUTION 2025-990** **ADOPTED**

Adopting the Electronic Signatures and Records Act (ESRA) for the Town of Amherst New York

WHEREAS, the Town of Amherst is committed to modernizing its operations and improving efficiency through the use of electronic technology; and

WHEREAS, the New York State Electronic Signatures and Records Act (ESRA) grants legal validity to electronic records and signatures, providing they are executed or adopted with the intent to sign, and that the records are maintained according to law; and

WHEREAS, adopting ESRA will allow the Town to accept and maintain electronic documents and records, thereby streamlining government processes, reducing costs associated with paper, and improving accessibility for residents and businesses; and

WHEREAS, the New York State Archives provides guidelines and model resolutions for local governments to implement ESRA, which are designed to ensure the integrity and authenticity of electronic records;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF AMHERST, COUNTY OF ERIE, NEW YORK, AS FOLLOWS:

- **Adoption of ESRA**: The Town of Amherst hereby adopts and authorizes the use of electronic records and electronic signatures in accordance with the provisions of the New York State Electronic Signatures and Records Act (ESRA), State Technology Law Article I, §§ 301-309.

- **Legal Equivalence**: All electronic records and electronic signatures used by the Town shall have the same legal force and effect as their paper-based counterparts.

- **Implementation**: The Town Supervisor, Town Clerk, and/or other designated officials are hereby authorized to develop and implement internal policies and procedures for the creation, use, and retention of electronic records and signatures, in accordance with this resolution and the guidelines provided by the New York State Archives. These procedures shall ensure the security, authenticity, and integrity of all electronic records.

- **Retention**: All electronic records will be maintained for the legally mandated retention period as specified in the New York State Archives Retention and Disposition Schedule for New York Local Government Records.

- **Record Keeping**: All digitally created records shall be maintained in a format that ensures their long-term accessibility and integrity throughout their retention period.

- **Effective Date**: This resolution shall take effect immediately.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

n/a

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

Attachment: Electronic Signature Policy2 (RES-2025-990 : Adopting the Electronic Signatures and Records Act (ESRA) for the Town of Amherst

TOWN OF AMHERST
ELECTRONIC SIGNATURE USE POLICY

I. Purpose and Scope of the Policy

The Town wide eSignature Policy shall be used by Town of Amherst Departments to increase productivity and ensure convenient, timely and appropriate access to Town information by using electronic signature technology to collect and preserve signatures on documents quickly, securely, and efficiently. In addition to increasing productivity and efficiency, this Policy will reduce the consumption and storage of paper documents and the maintenance and supply of printers.

This Policy establishes when electronic signature technology may replace a hand-written signature with the goal of encouraging the use of paperless, electronic documents whenever appropriate and allowed by law.

Supporting Law

The following laws were enacted to support the use of electronic signatures

- **Federal Law**
  The federal government authorized the use and acceptance of electronic signatures in The Electronic Signatures in Global and National Commerce Act (E-Sign) in 2000.

- **New York State Law**
  The Electronic Signature and Records Act (ESRA), the New York state law that authorizes the acceptance of electronic signature in most documents, went into effect in August of 1999. The Act was updated in 2002 to make New York State law consistent with the federal E-Sign law. The act provides that "signatures" made via electronic means will be as legally binding as handwritten signatures. It does not mandate the use of, or require a specific form of, electronic signature.

I. Intended Goals for eSignature

- **Security and Legal Compliance:** The use of e-forms and e-signature provides a secure method of signing and transferring documents electronically. A document cannot be altered after the signer has completed the e-signature. Additionally, a history of any changes made to the document prior to the signature is kept with the document and cannot be changed or deleted.

- **Integration into business processes:** The eSignature process fits into the Towns pre-existing contract routing system (CRS) which is fully electronic up until the contract signature stage.

- **Simplified workflow.** E-signatures eliminate resource-intensive processes that requires the Town Supervisor and vendors to manually sign documents and generates three copies of paper records which are already available electronically in the Town's contract routing system (CRS).

- **Cost benefits.** There is a potential cost-savings from not having to print, file, scan, and store paper copies. The Town will save also on certified mail, postage, printing, ink, envelopes, and paper.

II. Policy

This policy applies to documents requiring a signature of any person where the signature is intended to show authorship, approval, authorization, or certification, as allowed by law. It is the Policy of the Town to encourage the use of electronic signatures in all internal and external activities, documents, and transactions where it is operationally feasible to do so.

III. Service Standards for eSignature

The use of electronic signatures is permitted and shall have the same force and effect as the use of a "wet" or manual signature if all the following criteria are met

1. Audit Trail. The service must create a secure, time-stamped audit trail for each document, showing who signed it and when.
2. Identity Verification. The service must have methods to verify the signer's identity.
3. Integrity. The service must ensure the document is locked and cannot be modified after all parties have signed.
4. Legal Compliance. The service must comply with both New York State and Federal Laws, including ERSA and E-sign act.

IV. User responsibilities

1. Agree to electronic records and signatures when prompted by the service.
2. Read and understand the documents before signing.
3. Provide required authentication information.
4. Understand that their electronic signature is legally binding.

V. Documents involving other parties.

In the case of contracts or transaction which must be signed by outside parties, each party to the agreement must agree in advance to the use of an electronic signature. No party to a contract or other document may be forced to accept an electronic signature.

When a document is electronically signed by all parties, the Town will provide a copy of the electronically signed document to the other parties in an electronic format that is capable of being retained and printed by other parties.

VI. Storage and Archiving of Electronically Signed Documents

If a document exists only electronically, steps should be taken by each Department to ensure that a fixed version of the final document is stored in some manner.

VII. eSignature Solution Providers

The Town of Amherst Information Technology Department will be responsible to determine acceptable technologies and eSignature providers consistent with current state legal requirements and industry best practices to ensure the security and integrity of the data and the signature.

VIII. Conclusion

The use of e-Signature is intended to make the Town of Amherst business practices more efficient. The process eliminates the need to print, file, and store paper copies of documents that can now be authenticated and stored electronically.

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 31180 **RESOLUTION 2025-991** **ADOPTED**

Change Order - Parking Lot Paving CRS #5967

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **increases** the overall contract by $38,000.00.

Additional paving location to be completed in accordance with the pricing established in the original contract.

The overall project cost shall **increase** funds used from account KP2313.4972 & KP2339.4972.

Please note that the above request is contingent pending successful completion of the contract review procedure.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

KP2313.4972, $10,242.69 | KP2339.4972, $27,757.31

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

Town of Amherst
Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Parking Lot Paving 2025-F-14	Parking Lot Paving Date: 4/28/2025	Change Order Number: 1
CONTRACTOR:	**ARCHITECT / ENGINEER:**	**OWNER:**
J&D's Sealtech Corp. 138 Chandler Street Buffalo, NY 14207	Anne Dafchik 30 S Cayuga Road Buffalo, NY 14221	Town of Amherst 5583 Main St. Williamsville, NY 14221

The Contract is changed as follows:

Additional paving location in accordance with pricing in original contract.

The original Contract Sum was	$	**85,400.00**
The net change by previously authorized Change Orders	$	**-**
The Contract Sum prior to this Change Order was	$	**85,400.00**
The Contract Sum will be **increased** by this Change Order in the amount of	$	**38,000.00**
The new Contract Sum, including this Change Order, will be	$	**123,400.00**
The Contract Time will be changed by	(0) days.	
The new date of Substantial Completion shall now be:	N/A	

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

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

J&D's Sealtech Corp.	Anne Dafchik	Town of Amherst
CONTRACTOR	ARCHITECT/ENGINEER	OWNER
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

Attachment: Change Order 1 (RES-2025-991 : Change Order - Parking Lot Paving)

Bushen, Michael

From: John Valenti <jjpaveandseal@gmail.com>
Sent: Thursday, November 13, 2025 2:55 PM
To: Bushen, Michael
Subject: Jdsealtech 772 north forest

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

This is for the paving job the price is still the same I believe it s $38,000 John M 716-903-9697 Sent from my iPad

Attachment: Change Order 1 (RES-2025-991 : Change Order - Parking Lot Paving)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 31181 **RESOLUTION 2025-992** **ADOPTED**

Change Order - Amherst Veterans Memorial Phase 1 CRS #5921

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **increases** the overall contract by $13,248.00.

An additional six (6) light fixtures and necessary labor are required due to A/E omission from bid documents.

The overall project cost shall **increase** funds used from account KP2311.4972.

Please note that the above request is contingent pending successful completion of the contract review procedure.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

KP2311.4972, $13,248.00

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

Town of Amherst
Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Amherst Veterans Memorial - Phase 1	Amherst Veterans Memorial - Phase 1	Change Order Number: 1
2025-F-0.01	Date: 09/15/2025	
CONTRACTOR:	**ARCHITECT / ENGINEER:**	**OWNER:**
CamCo General Contracting Inc.	Nussbaumer & Clarke, Inc	Town of Amherst
10994 Tinkham Road	3556 Lake Shore Rd, Suite 500	5583 Main St.
Darien Center, NY 14040	Buffalo, NY 14219	Williamsville, NY 14221

The Contract is changed as follows:

Additional (6) light fixtures and necessary labor due to A/E omission from bid docs.

The original Contract Sum was	$	**70,100.00**
The net change by previously authorized Change Orders	$	**-**
The Contract Sum prior to this Change Order was	$	**70,100.00**
The Contract Sum will be **increased** by this Change Order in the amount of	$	**13,248.00**
The new Contract Sum, including this Change Order, will be	$	**83,348.00**
The Contract Time will be changed by	(0) days.	
The new date of Substantial Completion shall now be:	N/A	

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

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

CamCo General Contracting Inc.	Nussbaumer & Clarke, Inc	Town of Amherst
CONTRACTOR	ARCHITECT/ENGINEER	OWNER
SIGNATURE	SIGNATURE	SIGNATURE
CAMERON P. SITAREK, PRESIDENT		
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
11/5/2025		
DATE	DATE	DATE

Attachment: CO-001_Additional LED Light Fixtures (RES-2025-992 : Change Order - Amherst Veterans Memorial Phase 1)

CAMCO GENERAL CONTRACTING INC.

PROPOSED CHANGE ORDER

10994 Tinkham Road
Darien, New York 14040

Phone: (585)547-3898
Fax: (585)547-3855

No. 1 REV01

TITLE: Additional Light Fixtures

DATE: 10/02/2025

PROJECT: AMHERST VETERANS
Amherst Veterans Memorial - Phase I

TO: Attn: Anne Dafchik
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

CONTRACT/PO: 2025-F-0.01

SUBMITTED:

COMPLETED:

REQUIRED:

DESCRIPTION

The contract bid documents specified that CamCo was to provide two (2) LED light fixtures. CamCo hereby proposes to supply all labor, materials, and equipment necessary to furnish and install four (4) additional LED light fixtures.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	Lighting	Vista Pro 1052WM-DZ-WW-35-A-MV-ND-VR		6.000	Each	1,750.00	10,500.00
2	Labor	Mount and wire LED fixtures		6.000	MH	90.00	540.00
3	General	CamCo OH&P (20%)		1.000	LS	2,208.00	2,208.00

Item Total: $13,248.00

Total: $0.00

Total: $13,248.00

APPROVAL

By: Cameron P. Sitarek

Date: 10/2/2025

By: _____

Date: _____

Attachment: CO-001_Additional LED Light Fixtures (RES-2025-992 : Change Order - Amherst Veterans Memorial Phase 1)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 31196 **RESOLUTION 2025-993** **ADOPTED**

Change Order 2 - Amherst Veterans Memorial - Phase 1 CRS #5974

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **increases** the overall contract by $18,700.00.

This Change Order incorporates repointing, cleaning, and sealing of the existing stone masonry, utilizing the unit pricing associated with the alternate included in the original bid package.

The overall project cost shall **increase** funds used from account KP2311.4972.

Please note that the above request is contingent pending successful completion of the contract review procedure. CRS #5974

Thank you for considering this request.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

KP2311.4972, $18,700.00

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

Town of Amherst
Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Amherst Veterans Memorial - Phase 1 2025-F-0.01	Amherst Veterans Memorial - Phase 1 Date: 09/15/2025	Change Order Number: 2
CONTRACTOR:	**ARCHITECT / ENGINEER:**	**OWNER:**
CamCo General Contracting Inc. 10994 Tinkham Road Darien Center, NY 14040	Nussbaumer & Clarke, Inc 3556 Lake Shore Rd, Suite 500 Buffalo, NY 14219	Town of Amherst 5583 Main St. Williamsville, NY 14221

The Contract is changed as follows:

Repoinitng, cleaning, & sealing of exisitng stone masonry as directed in the specifications and in accordance with the unit pricing in the original bid documents.

The original Contract Sum was	$	**70,100.00**
The net change by previously authorized Change Orders	$	**13,248.00**
The Contract Sum prior to this Change Order was	$	**83,348.00**
The Contract Sum will be **increased** by this Change Order in the amount of	$	**18,700.00**
The new Contract Sum, including this Change Order, will be	$	**102,048.00**
The Contract Time will be changed by	(0) days.	
The new date of Substantial Completion shall now be:	N/A	

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

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

CamCo General Contracting Inc.	Nussbaumer & Clarke, Inc	Town of Amherst
CONTRACTOR	ARCHITECT/ENGINEER	OWNER
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

Attachment: Change Order 2 (RES-2025-993 : Change Order 2 - Amherst Veterans Memorial - Phase 1)

Bushen, Michael

From: Dafchik, Anne
Sent: Friday, November 21, 2025 11:57 AM
To: Bushen, Michael
Subject: FW: Amherst State Park - Veterans Memorial, Alternate #3

Attachment: Change Order 2 (RES-2025-993 : Change Order 2 - Amherst Veterans Memorial - Phase 1)

From: Cameron Sitarek <camsitarek@gmail.com>
Sent: Friday, November 21, 2025 11:13 AM
To: Dafchik, Anne <adafchik@amherst.ny.us>
Cc: 'Gail Sitarek' <camco585@gmail.com>; 'Leo Sitarek' <sitarekr@frontiernet.net>; Howard, Dan <DHOWARD@amherst.ny.us>
Subject: RE: Amherst State Park - Veterans Memorial, Alternate #3

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Anne,

CamCo is happy to honor our Bid Alternate #3 price of $18,700 as it pertains to the original bid scope and quantities that you have reiterated below. Likewise, we are happy to honor our unit price of $93.50 per SF should said quantities need to be adjusted (+/-) down the road.

Please send a formal change order for CamCo to review and sign.

Thank you,

Cameron Sitarek
President

CamCo
General Contracting Inc.

10994 Tinkham Road
Darien, NY 14040
Office: (585) 547-3898
Fax: (585) 547-3855
Cell: (716) 725-9158

From: Dafchik, Anne [mailto:adafchik@amherst.ny.us]
Sent: Friday, November 21, 2025 10:37 AM
To: 'Cameron Sitarek' <camsitarek@gmail.com>
Cc: 'Gail Sitarek' <camco585@gmail.com>; 'Leo Sitarek' <sitarekr@frontiernet.net>; Howard, Dan

<DHOWARD@amherst.ny.us>
Subject: Amherst State Park - Veterans Memorial, Alternate #3

Hi Cameron – attached is the bid tab identifying CamCo's price of $18,700 for Bid Alternate #3. As discussed, we'd like to move forward with awarding that Alternate # 3 via a Change Order at our 12/1 Town Board Meeting. If this is accepted to Camco, please respond via email, and we'll draft the Change Order and Town Board resolution.

As a starting point – here's what I've found so far in the Bid Docs related to Alternate #3 scope of work. There may be other items, but hopefully this helps get us reacquainted with the repointing/masonry portion of work:

Bid Specs / Bid Form
Bid Alternate #3

- Clean and seal existing stone masonry (see plans, includes memorial and seating wall).
- Re-point existing stone masonry as directed.
- Bid #3 uses an allowance method for repointing. CamCo bid 200 SF at unit cost of $93.50 / SF = $ 18,700.00

Technical Specs
040100 Masonry Restoration and Cleaning

- Submittals = product data, samples, manufacturer's installation instructions
- Mockup = we can reduce the area to 10 SF, provided there are sufficient masonry joints within area to evaluate

Drawings
G101 - Keyed Note #3 and #5

Look forward to hearing from you,
Thanks,

Anne Dafchik, AIA, NCARB
Architect | Facilities
Town of Amherst

Please note:

- While I sometimes send emails outside of core hours, I don't expect others to read or respond to messages outside of their normal working hours.
- We are limited to a maximum size of 5 MB per email message. If your total email, with attachments, is close to or exceeds 5 MB, I will not receive your message and you will not receive an automated error message.

Attachment: Change Order 2 (RES-2025-993 : Change Order 2 - Amherst Veterans Memorial - Phase 1)

Bid Tabulation Form

Town of Amherst

Veterans Memorial Improvements

2023-H-6.1

08/21/2025

Contractor Name	Base Bid	Alternate #1 Caulking Replacement	Alternate #2 Replace Waterproofing at Pond	Alternate #3 Masonry Repointing	Bid Bond Attached?
CamCo General Contracting Inc.	$42,500.00	~~$70,100.00~~ * *27,600.00*	~~$66,700.00~~ * *24,200.00*	~~$61,200.00~~ * *18,700.00*	Yes
		* *Contractor clarified afterwards that the Base Bid price was inadvertently included in the Alternate prices. Corrected prices are shown in italics below.*			

Attachment: Change Order 2 (RES-2025-993 : Change Order 2 - Amherst Veterans Memorial - Phase 1)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 31218 **RESOLUTION 2025-994** **ADOPTED**

Change Order 1 - Global LED Solutions CRS #5975

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **increases** the overall contract by $1,320.60.

This Change Order incorporates additional light fixtures and necessary labor in accordance with unit pricing provided in original contract. Field conditions varied from existing plans.

The overall project cost shall **increase** funds used from account KP2575.4972.

Please note that the above request is contingent pending successful completion of the contract review procedure.

Thank you for considering this request.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

KP2527.4972, $1,320.60

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 31207 **RESOLUTION 2025-995** **ADOPTED**

Budget Transfers and Amendments

For December 1, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 11/25/2025
Re: Various Department Budget Transfers / Amendments

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

BUDGET TRANSFERS – 2025

FROM:	***TO:***
A7110.4220 Parks- Bldgs & Grounds $8,748.00	A7110.9000 Transfer Out $12,862.72
A7110.4110 Contractual $4,114.72	
A8020.4000 Planning- Contractual $4,500.00	A8020.9000 Transfer Out $4,500.00
Requested per departments to help fund additional expenditures incurred for KP2311.	
A1620.2150 Facilities- Bldg Improv $2,703.17	A1620.9000 Transfer Out $21,703.17
A1620.4200 Asbestos Control $9,000.00	
A1620.4220 Bldgs & Grounds $10,000.00	
Requested per department to help fund additional expenditures incurred for KP2410.	
KP2204.1000 ACP- Personal Svcs $326,330.22	KP2204.4971 Design Exp $296,293.49
KP2204.8030 FICA $24,963.27	KP2204.4972 Construction Exp $55,000.00
To transfer funds in order in order to properly align expenditures to approve CRS #3761-1.	
A7550.4150 Celebrations- Spec Celeb & Civic $18,700.00	A7550.9000 Transfer Out $18,700.00
To help fund KP2311 Town wide Park Improvements, Veterans memorial project.	

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
N2540.02785 AMH HOME- PI $170.00	N2540.4000 Contractual $170.00
To recognize Community Development program income from 169 Hillcrest, Amherst.	
N2555.02785 AMH HOME Rental- PI $19,447.20	N2555.4000 Contractual $19,447.20
N2554.02785 AMH HOME Admin- PI $2,160.80	N2554.4003 10% Admin $2,160.80
To recognize Community Development program income from 5760 Sheridan, Amherst.	
N2550.02785 TON HOME- PI $12,592.80	N2550.4000 Contractual $12,592.80
N2553.02785 TON HOME Admin- PI $1,399.20	N2553.4003 10% Admin $1,399.20
To recognize Community Development program income from 242 Homewood, Tonawanda.	
N2555.02785 AMH HOME Rental- PI $11,119.50	N2555.4000 Contractual $11,119.50
N2554.02785 AMH HOME Admin- PI $1,235.50	N2554.4003 10% Admin $1,235.50
To recognize Community Development program income from 38 Pearce, Amherst.	
KP2311.05031 Town wide Park- Transfer In $17,362.72	KP2311.4972 Construction Exp $17,362.72

To recognize funds transferred in as listed above.

KP2410.05031 Facilities Vehicles- Transfer In $21,703.17 KP2410.2250 Trucks, Tractors $21,703.17
To recognize funds transferred in as listed above.

N2423.02785 CDBG & VG- PI $23,564.00 N2423.4000 Contractual $23,564.00
N2430.02785 CDBG P/R- PI $5,891.00 N2430.1000 Personal Svcs $5,472.36
N2430.8030 FICA $418.64
To recognize Community Development program income from 38 Pearce, Amherst.

KP2527.03826 Sr Center LED- State Grants $55,334.30 KP2527.4972 Construction Exp $55,334.30
To recognize revenue received from Global LED Solutions CRS #5860.

KP2311.05031 Town wide Park- Transfer In $18,700.00 KP2311.4972 Construction Exp $18,700.00
To recognize revenue received from celebrations, for Veterans memorial project.

A3120.05001 Police Office- Refund of CY Exp $1,200.00 A3120.4230 Passenger Vehicles $1,200.00
A3122.02410 Bailey Ave- Rentals $9,100.00 A3122.4220 Bldgs & Grounds $9,100.00
To recognize revenue received by the Police over budget.

12/1/2025

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

FINANCIAL IMPACT:

See above.

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31099 **RESOLUTION 2025-996** **ADOPTED**

Award Bid #2025038 Sewer Equipment and Supplies - CRS #5912, 5913 & 5914

WHEREAS, the Contract Compliance and Administration Department received bids on October 2, 2025 for Bid #2025038 for Sewer Equipment and Supplies; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Cyncon Equipment, Inc. (CRS #5912), Municipal Equipment Exporters, Inc. dba: Max-Life Mfg. Corp. (CRS #5913) and Core & Main LP (CRS #5914); and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with Cyncon Equipment, Inc., Municipal Equipment Exporters, Inc. dba: Max-Life Mfg. Corp. and Core & Main LP.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2025038 Sewer Equipment & Supplies										
	Vendor	**Cyncon Equipment**			**Municipal Equipment Exporters dba Max-Life Mfg. Corp.**			**Core & Main LP**		
Low Bidder		PRIMARY		SECONDARY	PRIMARY		SECONDARY	PRIMARY		SECONDARY
Item No.		Manufacturers Retail Price Minus %	OR	Cost Plus Mark Up %	Manufacturers Retail Price Minus %	OR	Cost Plus Mark Up %	Manufacturers Retail Price Minus %	OR	Cost Plus Mark Up %
	Equipment									
1	% Discount for Jetter Equipment	5%						7%		
2A	% Discount for Dewatering Pumps	5%						7%		
2B	% Discount for Mid-Range Pumps	5%								
2C	% Discount for Trash Pumps	5%						7%		
	Accessories, Supplies, and Replacement Parts									
3A	% Discount for Sewer Vac Trucks	5%			15%					
3B	% Discount for Combination Sewer Cleaners	5%			15%			7%		
3C	% Discount for Jetter Equipment	5%			15%			7%		
3D	% Discount for Dewatering Pumps	5%								
3E	% Discount for Mid-Range Pumps	5%								
3F	% Discount for Trash Pumps	5%						7%		
3G	%Discount for Other Equipment	5%			15%			7%		
	Rental Equipment									
4A	% Discount for Dewatering Pumps	10%								
4B	% Discount for Mid-Range Pumps	10%								
4C	% Discount for Trash Pumps	10%								
	No Additional Charges Will Be Accepted									
NOTES:										
Cyncon: Confirmed that MSRP minus 5% is correct.										

Attachment: Bid Tab Sewer Equipment & Supplies (RES-2025-996 : Award Bid #2025038 Sewer

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31131 **RESOLUTION 2025-997** **ADOPTED**

Award Bid #2025044 Tire Road Service - CRS #5926

WHEREAS, the Contract Compliance and Administration Department received bids on October 30, 2025 for Bid #2025044 Tire Road Service; and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Parmenter, Inc.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2025044 Tire Road Service					
Low Bidder			Vendor Name:	Parmenter, Inc.	
Item #	QTY	U/M		Unit Price	Total Price
			ROAD SERVICE		
1	1	HR	Road Service – Monday thru Friday	$161.00	$161.00
1A	1	HR	Road Service – Nights/Weekends/Holidays (2 Hour Minimum)	$191.25	$191.25
1B	1	HR	Scheduled Service – Monday thru Friday	$132.00	$132.00
1C	1	HR	Scheduled Service – After Hours & Saturdays	$161.00	$161.00
1D	1	HR	Over the Road Service – Monday thru Friday	$161.00	$161.00
1E	1	HR	**Over the Road Service – After Hours & Saturdays**	$191.25	$191.25
1F	1	EA	Over the Road Mileage – Per Mile	$1.50	$1.50
1G	1	EA	Parts/Supplies – Valve Stems, Passenger	$0.65	$0.65
1H	1	EA	Parts/Supplies – Valve Stems, Light	$1.25	$1.25
1I	1	EA	Parts/Supplies – Valve Stems, Medium/Heavy	$4.50	$4.50
1J	1	EA	Misc. Hardware/Supplies – Plugs	$14.50/box	$14.50
1K	1	EA	Misc. Hardware/Supplies – Patches	$29.95/box	$29.95
1L	1	EA	Misc. Hardware/Supplies – O-Rings	$15.00	$15.00
1M	1	EA	Misc. Hardware/Supplies – Calcium	$1.95	$1.95
1N	1	EA	Misc. Hardware/Supplies – Tubes	Varies by size	Varies by size
1O	1	EA	Misc. Hardware/Supplies – Lock Rings	Varies by size	Varies by size
1P	1	EA	Misc. Hardware/Supplies – Flaps	Varies by size	Varies by size
			RETREADING		
2	1	EA	Size 11R22.5 MMT	$173.45	$173.45
2A	1	EA	Size 11R24.5 MMT	$183.74	$183.74
2B	1	EA	Size 315/80R22.5 XDS-2	173.74	$173.74
2C	1	EA	Size 11R22.5 Highway LP	$130.08	$130.08
2D	1	EA	Size 20.5R25	$1,795.00	$1,795.00
2E	1	EA	Repairs needed for Nail Hole	$2.50	$2.50
2F	1	EA	Repairs needed for Spot	FREE	FREE
2G	1	EA	Repairs needed for Section Repairs	$29.95	
			WHEEL REFINISHING		
3	1	EA	Light	$35.00	$35.00
3A	1	EA	Medium	$35.00	$35.00
3B	1	EA	Duplex	$35.00	$35.00
3C	1	EA	25” Loader Wheel	$179.95	$179.95
			NO ADDITIONAL CHARGES WILL BE CONSIDERED		
NOTES:					
Item #2 Noted: XDS2 Equiv - Goodyear Winter Trac 2; Item 2A Noted: XDS2 Equiv - Goodyear Winter Trac 2;					
Item 2B Noted: Equiv - Goodyear Winter Trac 2: Item 2C Noted: Goodyear G159; Item 2D Noted XDN Mobil Cure.					

Attachment: Bid Analysis Tire Road Service (RES-2025-997 : Award Bid #2025044 Tire Road Service - CRS #5926)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31159 **RESOLUTION 2025-998** **ADOPTED**

Award Bid #2025039 Special Inspection Services - Construction Projects - CRS #5945

WHEREAS, the Contract Compliance and Administration Department received bids on October 2, 2025 for Bid #2025039 Special Inspection Services - Construction Projects; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Whitestone Associates Engineering & Geology NY, PLLC; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Whitestone Associates Engineering & Geology NY, PLLC.

12/1/2025
A motion to approve was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and approved 4-0 (recused, Kulpa).

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

RESULT:	**ADOPTED [4 TO 0]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Lavin, Berger, Szukala, Marinucci
RECUSED:	Kulpa

Bid #2025039 Special Inspection Services - Construction Projects							
Low Bidder			Vendor Name:	Encorus Group Engineering, P.C.		Whitestone Associates	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price
			Hourly Services (4-Hour Minimum, Portal to Portal)				
1	100	Hour	Standard Inspection (Concrete / Soil / Density / Rebar)	$75.00	$7,500.00	$60.00	$6,000.00
2	50	Hour	Specialty Inspection (Soil Bearing / Pile / Masonry / Asphalt / MEP / SWPPP / Coring)	$80.00	$4,000.00	$85.00	$4,250.00
3	50	Hour	Advanced Inspection (Pull Testing / EIFS / Paint / Fireproofing / Floor Flatness)	$85.00	$4,250.00	$85.00	$4,250.00
4	65	Hour	Structural Inspection (Cold Forming / Post Tensioning / Wood / Steel / Shearwave / Shearwall)	$95.00	$6,175.00	$95.00	$6,175.00
5	20	Hour	Special Inspection Sign-off (if required)	$145.00	$2,900.00	$115.00	$2,300.00
			Travel Costs				
6	1	Mile	Mileage (Portal to Portal) from closest office location to the Town of Amherst (cost per trip using 5583 Main St. for TOA location)	$0.90	$22.14	$0.70	$8.82
			Lab Tests (Per Each, Includes Labor & Reports)				
7	50	Each	Concrete Cylinders (Compressive Strength)	$15.00	$750.00	$20.00	$1,000.00
8	50	Each	Core (Compressive Strength)	$35.00	$1,750.00	$25.00	$1,250.00
9	20	Each	Mortar / Grout (Compressive Strength)	$15.00	$300.00	$22.00	$440.00
10	20	Each	Prisms / Block (Compressive Strength)	$60.00	$1,200.00	$35.00	$700.00
11	20	Each	Fireproofing Density / Adhesion / Cohesion	$60.00	$1,200.00	$25.00	$500.00
12	5	Each	Flexural Strength Beams	$55.00	$275.00	$40.00	$200.00
13	5	Each	Hydrometer/Atterberg Limits	$120.00	$600.00	$90.00	$450.00
14	10	Each	Moisture Content (RH Meter)	$85.00	$850.00	$75.00	$750.00
15	5	Each	Sieve Analysis	$75.00	$375.00	$65.00	$325.00
16	5	Each	Specific Gravity, Shrinkage Sample	$60.00	$300.00	$35.00	$175.00
17	5	Each	Organic Content	$60.00	$300.00	$50.00	$250.00
18	5	Each	Standard / Modified Proctor	$110.00	$550.00	$175.00	$875.00
			Equipment & Materials				
19	10	Day	Concrete Equipment Rental	$10.00	$100.00	$25.00	$250.00
20	10	Each	Evaporable Moisture Content - Puck	$50.00	$500.00	$10.00	$100.00
21	5	Day	Nuclear Densometer Rental	$60.00	$300.00	$35.00	$175.00
22	10	Day	Standard Equipment Rental (Coring / Floor Flatness / Pull Test / Coating Thickness / Penetrometer)	$125.00	$1,250.00	$100.00	$1,000.00
23	5	Day	Ultrasonic Shearwave Machine Rental	$175.00	$875.00	$90.00	$450.00
24	5	Set	Windsor Probes	$100.00	$500.00	$75.00	$375.00
			Premium Rates				
25	50	Hour	Overtime (after hours/weekends/over 8 hours)	1.5 x rate	$5,625.00	$85.00	$4,250.00
26	10	Hour	Holiday	2.0 x rate	$1,500.00	$95.00	$950.00
			Cancellation Fee				
27	10	Fee	Same-Day Cancellation Fee	$100.00	$1,000.00	$150.00	$1,500.00
			TOTAL		**$44,947.14**		**$38,948.82**
			QUANTITIES ARE ESTIMATED AND SUBJECT TO CHANGE				
			NO ADDITIONAL CHARGES WILL BE ALLOWED				

NOTES:

Encorus - Item 27 note states "Before arriving on site". Address of closest office location: 295 Main Street, West Seneca, NY 14224 (12.3 miles each way).

Whitestone - Address of closest office location: 116 Gruner Road, Buffalo, NY 14227 (6.3 miles each way).

Attachment: Bid Tab Special Inspections (RES-2025-998 : Award Bid #2025039 Special Inspection Services - Construction Projects - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31162 **RESOLUTION 2025-999** **ADOPTED**

Northtown Naming Rights Extension - CRS #5946

WHEREAS, Northtown Automotive has agreed to extend the Naming Rights contract (Original CRS/CMS #0/968) for an additional ten years;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the Naming Rights contract through April 29, 2030; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Northtown Automotive.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A7253-02726; 2025 - $315,000; 2026 through 2029 - $85,000 annually

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

AMHERST ICE CENTER
NAMING RIGHTS EXTENSION

THIS AGREEMENT, made as of the 3rd day of November, 2025, by and between Northtown Automotive Companies Inc., (hereinafter referred to as "NAC"), a NY State corporation with its principal office and place of business located at 1135 Millersport Highway, Amherst, NY 14226, and the Town of Amherst, a municipal corporation of the State of New York, (herein, referred to as the "Town") with its principal office and place of business located at 5583 Main Street, Williamsville, NY 14221.

WHEREAS, in accordance with Town policy, sealed proposals were received by the Town of Amherst, Director of Purchasing on March 11, 2010 at 2:00 P.M. for: Naming Rights to the Amherst Ice Center (RFP No.201003); and

WHEREAS, NAC's RFP was submitted in accordance with the RFP specifications and was the selected responsible RFP submitted; and

WHEREAS, resulting from RFP No.201003 a contract was awarded to the NAC by the Town of Amherst, in accordance with the provisions therein contained for a period of May 1, 2010 through April 30, 2020; and

WHEREAS, the parties agreed that at the mutual agreement of the Town and NAC, the contract could be renewed in writing for two additional terms under terms and conditions in the original RFP and as negotiated by the Town and NAC; and

WHEREAS, the parties would like to extend NAC's naming rights for an additional term commencing May 1, 2020 through April 30, 2030 upon the following terms and conditions.

NOW, THEREFORE, the Town and NAC do hereby agree as follows:

I. NAMING RIGHTS

The Town and NAC agree to continue the NAC's Naming Rights to the Amherst Ice Center as the "Northtown Auto Center" or such other name subject to the Town Board's approval upon the terms and conditions contained herein.

II. FEE

The annual fee for the period May 1, 2020 through April 30, 2021 shall be $30,000, for which payment was received in June 2020. The annual fee for the period May 1, 2021 through April 30, 2023 shall be $30,000 (total $60,000 for 2-year period). The annual fee for May 1, 2023 through April 30, 2030 shall be $85,000.00 inclusive of wrapping ice resurfacers with advertisements. Each contract year's fee shall be payable to the Town of Amherst prior to the start of each advertising year (i.e. May 1st).

Upon execution of this Agreement NAC shall pay the Town $315,000 as follows: $60,000 in arrears covering the period of May 1, 2021 through April 30, 2023 and $255,000 for the period of May 1, 2023 through April 30, 2026 ($85,000 per year).

Attachment: Northtown Naming Rights Extension Agreement (RES-2025-999 : Northtown Naming Rights Extension - CRS #5946)

III. TERM

The term of this Agreement shall begin as of May 1, 2020 and shall continue in full force and effect for a term of ten (10) years terminating on April 30, 2030, unless terminated earlier as set forth below. This agreement may be extended for an additional period of ten (10) years (May 1, 2030 through April 30, 2040) upon mutual agreement of the Town of Amherst and Northtown Auto, with specific terms to be negotiated prior to extension.

IV. RIGHTS

Exclusive naming rights to the Amherst Ice Center, including the naming of the four rinks. The rinks will be referred to with names such as the "Lexus Olympic Rink", "Porsche Feature Rink" and the back rinks will incorporate Land Rover and Volvo. NAC may rename the rinks during the term of this Agreement. Final names must be approved by the Town's Amherst Ice Center General Manager ("GM") and subject to manufacturer's approval. All signage for renamed "Northtown Auto Center" and rinks shall be at the sole cost of NAC.

NAC shall be entitled to all of the benefits, opportunities and obligations memorialized and contemplated in Schedule A.

Should a fifth rink be developed during the term of this agreement, NAC shall have exclusive naming rights to that rink.

V. NAC'S OBLIGATIONS

NAC shall facilitate, at its sole cost the production and installation or reinstallation of all NAC branded signage. The current locations of existing NAC branded signage is set forth in Schedule B and made a part hereof. Additional signage may be permitted for a fee to be negotiated between the parties through an amendment to this agreement and subject to the approval of the Town Board. In addition the Town may require signage include "Town of Amherst" and/or the Town official seal.

Subject to the approval of the GM, NAC may facilitate, at its sole cost, the notification to Town of Amherst residents regarding the availability of Town guides and/or events which include those programs and events at the Amherst Ice Center.

NAC agrees to comply with all applicable Town laws and zoning regulations in its conduct of the activities contemplated herein.

NAC agrees to provide "media tags" to promote the ice center in a portion of its advertising as agreed by both parties.

Communication of the availability of Northtown Platinum-Plus membership benefits and discounts to Town residents at the sole obligation and expense of NAC.

VI. EXCLUSIVITY:

The Town of Amherst agrees that throughout the term of this Agreement, NAC will have exclusive naming rights to the Amherst Ice Center located at 1615 Amherst Manor Drive, Williamsville New York 14221. The Town of Amherst agrees that throughout the term of this Agreement it will not display advertisement from any entity that provides comparable automotive products or services other than the

Attachment: Northtown Naming Rights Extension Agreement (RES-2025-999 : Northtown Naming Rights Extension - CRS #5946)

NAC. At the discretion of the GM, high level competitive events may be exempt from this requirement, as they bring in their own sponsorships.

Town reserves all rights to market and sell advertising in or on the Amherst Ice Center and its grounds, including but not limited to dasher boards, banners, in-ice/on-ice and rink glass, provided it will not sell advertisement to any entity that provides comparable automotive products or services as NAC.

No other naming rights throughout the Town are expressed or implied under this agreement.

VII. BINDING AGREEMENT:

This Agreement and the Town of Amherst Addendum to Contract, NAC's response to the RFP, constitute the entire understanding and agreement with respect to the subject matter hereof, and supersede all prior oral and written communications and agreements with respect to Naming Rights at the Ice Center. No amendment or modification of this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought. In the event of an inconsistency or ambiguity between this agreement and any attachments, this agreement shall govern.

VIII. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of New York. The parties consent to the personal jurisdiction of the New York State Supreme Court. Any action arising under or by reason of this Agreement or the parties' performance or non-performance hereunder shall be venued in the New York State Supreme Court in and for the County of Erie, New York.

IX. NON-ASSIGNMENT

Neither the TOWN nor NAC shall assign its rights under this Agreement without the prior written consent of the other party.

X. DEFAULT

A default shall be deemed to have occurred in the event that one or more of the following events have occurred:

a. NAC fails to make any payment required to be made by it to the Town.

b. A material representation or warranty made by NAC was intentionally false when made.

c. NAC fails to perform or observe any other term, covenant, condition or provision of this Agreement and such failure is not remedied within thirty (30) days following notice to the parties of such failure.

d. There shall be filed against NAC in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization (other than a reorganization not involving the liabilities of said parties) or for the appointment of a receiver or trustee of all or substantially all of said party's property or other such proceedings and within ninety (90) days of such filing said party fails to secure a discharge of such petition or the dismissal of such proceedings, or the party files a voluntary petition in bankruptcy or insolvency or for such reorganization or for the appointment of such a receiver or trustee or other such proceeding or makes

Attachment: Northtown Naming Rights Extension Agreement (RES-2025-999 : Northtown Naming Rights Extension - CRS #5946)

an assignment for the benefit of creditors or petitions for or enters into an arrangement for the benefit of creditors.

After the occurrence of any event of Default, the Town shall have the right to give NAC notice of intention to terminate this Agreement and all rights of NAC under this Agreement. Upon the effective date of such termination specified in such notice, which shall be not less than ten (10) days after the giving of such notice, the term of this Agreement shall end as fully and completely as if that were the date herein for the expiration of the term of this Agreement.

In the event of any termination of this Agreement pursuant to the paragraphs of this section, the Town may regrant to any other persons or entities any or all of the rights granted to NAC under this Agreement, on such terms, which may be shorter or longer than the period which would otherwise have constituted the remainder of the term of this Agreement, and/or such other terms, covenants and conditions. The Town may make any such repairs, alterations, additions, replacements and/or decorations in and to the sign or signs which the Town, in its sole discretion, may deem advisable for the purpose of regranting the rights granted by this Agreement, all without in any way releasing NAC from liability under this Agreement. NAC shall upon demand pay the cost of all such repairs, alterations, replacement and/or decorations together with the Town's other expenses of regranting or such rights, including, without limitation, reasonable legal expenses.

In the event of any termination of this Agreement pursuant to the paragraphs of this section, NAC shall make the payments as provided herein, less the net revenues received by the Town from other persons or entities for the rights and privileges granted to NAC under this Agreement.

The rights and remedies given to the Town in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the Town, shall be deemed to be in exclusion of any of the others herein or by law or equity provided.

The provisions of this section shall survive the termination of this Agreement.

XI. EXPIRATION

At the expiration of this Agreement or upon termination of this Agreement, NAC agrees to remove at its sole expense, any and all personal property, furniture, fixtures, equipment and advertising, placed by them or bearing NAC branding in or on the Amherst Ice Center and its grounds.

XII. WAIVER

NAC shall assume all risk of loss to property owned, leased or used by them individually, whether arising out of fire, theft or loss from any cause whatsoever, and does hereby waive any claim against the Town by reason thereof.

Attachment: Northtown Naming Rights Extension Agreement (RES-2025-999 : Northtown Naming Rights Extension - CRS #5946)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers and their respective seals to be hereunto affixed, the day and year first above written.

Agreed to and Accepted by:

Northtown Automotive Companies, Inc.

By: _____
Signature

MICHAEL AHERN
Printed name

Date: 11-3-25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Northtown Naming Rights Extension Agreement (RES-2025-999 : Northtown Naming Rights Extension - CRS #5946)

SCHEDULE "A"

A) Communication of the availability of Northtown Platinum-Plus membership benefits and discounts to Town residents at the sole obligation and expense of NAC.

B) LED or digital sign displays in and around the Amherst Ice Center. NAC is responsible for all costs associated with producing and placing signage. Currently there are signs on three sides of the building that require replacement and one at each of the road entrances that need an update or replacement. All signs must be approved in design by the GM and adhere to current Town of Amherst Building codes.

C) Banners/signage display in entrances to the Ice Center as well as in the main foyer at NAC's cost.

D) Semi-annual distribution of NAC promotional material to Town Employees.

E) Website Link - Town of Amherst will provide a direct link to www.northtownauto.com on the Amherst Ice Center homepage.

F) Incorporation of NAC marks, name and symbols on Town of Amherst Ice Center advertising campaigns, stationery, letterhead, etc.

G) Subject to Town approval, the Ice Center will be available for NAC's use such as, use of the gold or silver room, new vehicle launch or holiday parties, etc. These events must have prior approval of the GM and all Town out-of-pocket costs must be reimbursed to the Town by NAC.

H) One page (back cover) announcement on the annual Recreation guides and Guide. Content subject to GM approval which content is primarily related to the operation of the ice facility. Any promotional information needs to be incidental.

I) NAC is authorized to temporarily display up to __ vehicles outside of the Amherst Ice Center at such locations designated by the GM for such duration allowed by the GM.

Attachment: Northtown Naming Rights Extension Agreement (RES-2025-999 : Northtown Naming Rights Extension - CRS #5946)

SCHEDULE "B"

LOWER CONCOURSE

- Guest Services Sign
- Locker Room Policy Sign
- General Admission Ticket Sign
- 2 Direction Signs (Rink, Locker rooms, Skate Rental Club Rooms, etc.)
- Lexus Feature Rink Sign – x3 (above entrance doors into the rink
- Skate Rental Sign
- Direction sign (Porsche Olympic, rest rooms, Volvo NHL 2, etc.) – by the vending machines
- Team Rooms 2, 4, 5a, 6, 8
- PORSCHE Olympic Rink – above the entrance door
- Team Rooms 10, 12, 14a, 16, 18
- Please Help us keep the facility clean sign
- VOLVO NHL Rink 2 – above the entrance door
- LAND ROVER NHL Rink 1 – above the entrance door
- Brown garbage can –
- Northtown banner with phone number under main staircase
- Welcome to the Northtown Center at Amherst on the wall under the Amherst Skating Club logo

VOLVO NHL Rink 2

- Responsibility Code Sign – inside NHL 2
- Northtown automotive companies banner – inside NHL 2
- Locker room 11 & 13 sign (Pillar sign)
- Community banner
- Teamwork banner
- Northtown light up sign behind the goal
- Locker room 14b (pillar sign)
- Commitment banner
- Northtownauto.com banner
- Locker room 15 & 17 sign (pillar sign)

Attachment: Northtown Naming Rights Extension Agreement (RES-2025-999 : Northtown Naming Rights Extension - CRS #5946)

- Do not enter – employee access only on the Olympia room man door entrance
- Northtown SUBARU on the Olympia
- 2 VOLVO in ice decals
- 2 northtown center at Amherst in ice decals

PORSCHE OLYMPIC Rink

- Northtown automotive companies banner
- Community involvement banner on the glass of the AWAY bench
- banner on the glass of the HOME bench
- No floor games in the locker room hallway
- Locker room 10 & 12 (pillar sign)
- Locker room 14a (pillar sign)
- Locker room 16 & 18 (pillar sign)
- Do not enter employee access only on the double doors going toward the southern Olympia room
- First aid room paper laminated sign
- Refereed Room paper laminated sign
- Coaches room paper laminate sign
- 2 PORSCHE in ice decals
- 2 Northtown center at Amherst in ice decals
- Please help us keep the facility clean sign above garbage can

LAND ROVER NHL Rink 1

- Responsibility code sign
- Northtown automotive companies banner on the wall near the entrance door
- Locker room 1 & 3
- Commitment banner behind the home bench
- Northtownauto.com banner behind the home bench
- Coaches Room paper laminate sign
- Locker room 5b
- Locker room 7 & 9

Attachment: Northtown Naming Rights Extension Agreement (RES-2025-999 : Northtown Naming Rights Extension - CRS #5946)

- Community banner behind the away bench
- Teamwork banner behind the away bench
- Do not enter employee access only on the man door into the Olympia room
- Northtown HYUNDAI on the Olympia
- 2 LAND ROVER in ice decals
- 2 Northtown Center at Amherst in ice decals

LEXUS FEATURE Rink

- Do not enter employee access only sign on the man door into the Olympia room
- Locker room 6 & 8
- Locker room 5a
- Locker room 2 & 4
- LEXUS FEATURE Rink above the entrance doors by the stairs by the locker rooms and elevator
- LEXUS FEATURE Rink above the door entrance by the front entrance
- Northtown banner hanging on the restaurant wall – x2
- Commitment banner hanging on the restaurant wall – x2
- Northtown automotive companies banner hanging above the USA & Canadian flags
- Accessible elevator key sign – x4 (2 by front entrance doors and 2 by locker room entrance)

UPPER CONCOURSE

- Main staircase – northtownauto.com on stairs – x6
- Direction sign (Porsche Olympic rink, AYH, ASC, Proformance, etc.) by NYSAHA Hall of Fame
- PORSCHE OLYMPIC Rink – x2 above rink entrance doors
- PORSCHE logo around pillar
- LAND ROVER NHL Rink 1 sign above window looking down at rink
- LAND ROVER logo around pillar
- VOLVO NHL Rink 2 sign above window looking down at rink
- VOLVE logo around pillar
- LEXUS logo around pillar

Attachment: Northtown Naming Rights Extension Agreement (RES-2025-999 : Northtown Naming Rights Extension - CRS #5946)

FLAG POLE ENTRANCE

- Northtown center at Amherst above main entrance

NORTH END

- Northtown center at Amherst letters outside North end emergency exit doors
- Northtown Center light up sign by Skate park entrance
- Logo on doors

WEST END Entrance

- Northtown center light up sign by hotel entrance
- Northtown Center at Amherst letters to the left of entrance by diamond 7
- Northtown center Home of the USA Hockey Player Development Camps window sign
- Logo on doors

Attachment: Northtown Naming Rights Extension Agreement (RES-2025-999 : Northtown Naming Rights Extension - CRS #5946)

Addendum to Contract

(See attached document)

Attachment: Northtown Naming Rights Extension Agreement (RES-2025-999 : Northtown Naming Rights Extension - CRS #5946)

Consultant Minor Exposure Addendum to Contract

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

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

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

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

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

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

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

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Northtown Naming Rights Extension Agreement (RES-2025-999 : Northtown Naming Rights Extension - CRS #5946)

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

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

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

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

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

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

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations

Attachment: Northtown Naming Rights Extension Agreement (RES-2025-999 : Northtown Naming Rights Extension - CRS #5946)

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

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

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

Agreed to and Accepted by:

NORTHTOWN AUTOMOTIVE COMPANIES
Print Name of Company

By: _____
Signature

MICHAEL AHERN
Printed name

Date: 11-3-25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Northtown Naming Rights Extension Agreement (RES-2025-999 : Northtown Naming Rights Extension - CRS #5946)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31164 **RESOLUTION 2025-1000** **ADOPTED**

Award Bid #2025048 Machine Shop Services - CRS #5947

WHEREAS, the Contract Compliance and Administration Department received bids on October 30, 2025 for Bid #2025048 Machine Shop Services; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Frederick Machine & Manufacturing, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Frederick Machine & Manufacturing, Inc.; and

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

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2025048 Machine Shop Services							
Low Bidder			Vendor Name:	The Accurate Tools Shop LLC		Frederick Machine & Manufacturing, Inc.	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price
1	240	HR	Hourly Labor Rate - Welding, metal fabrication and machine shop services	$100.00	$24,000.00	$78.75	$18,900.00
2	$ 15,000.00	%	Equipment Mark-Up Percentage mark-up for parts and/or materials required for fabrication, repair, welding and machine shop services Vendor Cost* plus a markup of ___% Percent *To verify cost, the awarded vendor will be responsible to supply a copy of the original purchase receipt at time of invoicing for items which cost over $100.	25%	$18,750.00	9%	$16,350.00
3	80	HR	Hourly Labor Rate Reverse engineering of shop / CAD drawings	$180.00	$14,400.00	$95.00	$7,600.00
			TOTAL NET BID		$57,150.00		**$42,850.00**
			Quantities are estimates and are not guaranteed				
			No Additional Charges Will Be Allowed				
NOTES:							

Attachment: Bid Tab Machine Shop Services (RES-2025-1000 : Award Bid #2025048 Machine Shop

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31167 **RESOLUTION 2025-1001** **ADOPTED**

Award Bid #2025047 Tree Removal & Stump Grinding - CRS #5948

WHEREAS, the Contract Compliance and Administration Department received bids on October 23, 2025 for Bid #2025047 Tree Removal & Stump Grinding; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to AJ's Tree Service; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with AJ's Tree Service.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2025047 Tree Removal & Stump Grinding

Low Bidder			Vendor Name:	~~Cook Outdoor Contracting~~		The Davey Tree Expert Company		AJ's Tree Service	
Item #	QTY	U/M		~~Unit Price~~	~~Total Price~~	Unit Price	Total Price	Unit Price	Total Price
			TREE REMOVAL						
1	5	EA	Up to 12” DBH	~~$145.00~~	~~$725.00~~	$200.00	$1,000.00	$380.00	$1,900.00
2	10	EA	12.1” to 24” DBH	~~$495.00~~	~~$4,950.00~~	$1,170.00	$11,700.00	$695.00	$6,950.00
3	10	EA	24.1” to 36” DBH	~~$975.00~~	~~$9,750.00~~	$2,340.00	$23,400.00	$1,325.00	$13,250.00
4	25	EA	36.1” to 48” DBH	~~$1,295.00~~	~~$32,375.00~~	$4,680.00	$117,000.00	$2,448.00	$61,200.00
5	10	EA	48.1” DBH and over	~~$2,025.00~~	~~$20,250.00~~	$5,850.00	$58,500.00	$3,450.00	$34,500.00
			STUMP GRINDING						
6	5	EA	Up to 12” Diameter	~~$25.00~~	~~$125.00~~	$200.00	$1,000.00	$95.00	$475.00
7	5	EA	12.1” to 24” Diameter	~~$75.00~~	~~$375.00~~	$400.00	$2,000.00	$175.00	$875.00
8	25	EA	24.1” to 36” Diameter	~~$175.00~~	~~$4,375.00~~	$600.00	$15,000.00	$195.00	$4,875.00
9	20	EA	36.1” to 48” Diameter	~~$275.00~~	~~$5,500.00~~	$800.00	$16,000.00	$245.00	$4,900.00
10	10	EA	48.1” Diameter and over	~~$305.00~~	~~$3,050.00~~	$1,000.00	$10,000.00	$295.00	$2,950.00
			TOTAL		~~$81,475.00~~		$255,600.00		$131,875.00
			Quantities are estimates and are not guaranteed						
			No Additional Charges Will Be Allowed						

NOTES:

Cook Outdoor Contracting - Rescinded their bid after pre-award meeting due to travel distance and scope of work.

The Davey Tree Expert Company - Markups on several pages of the bid packet. They did not provide an equipment list or references.

Attachment: Bid Tab Tree Removal and Stump Grinding (RES-2025-1001 : Award Bid #2025047 Tree

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31168 **RESOLUTION 2025-1002** **ADOPTED**

Award RFP #202508 State & Federal Government Relations Services - CRS #5950

WHEREAS, proposals were received by the Contract Compliance & Administration Department on September 25, 2025 for RFP #202508 State & Federal Government Relations Services; and

WHEREAS, three (3) proposals were received and evaluated by Town representatives;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to Masiello Martucci Hughes; and

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

12/1/2025
A motion to approve was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and approved 4-0 (recused, Kulpa).

FINANCIAL IMPACT:

A1220-4090; $72,000.00

RESULT:	**ADOPTED [4 TO 0]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Lavin, Berger, Szukala, Marinucci
RECUSED:	Kulpa

RFP #202508 - State & Federal Government Relations Services
RFP Analysis Sheet

Raw Score is rated on a scale of 1-10

Description	Percentage (Weight)	Bolton St. Johns		Masiello, Martucci & Associates		Ostroff Associates	
		Raw Score	Weighted	*Raw Score*	Weighted	*Raw Score*	Weighted
Experience & Qualifications, demonstrated ability to fulfill the requirements of the proposal, resume of key members of the team, references and other factors which the Town considers relevant	60	*7.50*	45.00	*10.00*	60.00	6.00	36.00
Proposed Fee, including all expenses, hourly staff rates, payment terms, contract terms and conditions, and options. All proposals must be based on an annual retainer	40	*10.00*	40.00	*8.33*	33.33	10.00	40.00
TOTAL EVALUATION	**100**		**85.00**		**93.33**		**76.00**

Attachment: Scoring Sheet - RFP 202508 State & Federal Government Relations Services (RES-2025-1002

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31175 **RESOLUTION 2025-1003** **ADOPTED**

Extension of Bid #2023052 Town Wide Fire Alarm Inspection, Service & Security Monitoring - CRS #5960

WHEREAS, Davis-Ulmer Sprinkler Company, Inc. DBA All State Fire & Security has agreed to extend the Town Wide Fire Alarm Inspection, Service & Security Monitoring contract for an additional two-year term (original CRS #4524);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the Town Wide Fire Alarm Inspection, Service & Security Monitoring contract with Davis-Ulmer Sprinkler Company, Inc. DBA All State Fire & Security through December 31, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Davis-Ulmer Sprinkler Company, Inc. DBA All State Fire & Security.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

November 18, 2025

Davis-Ulmer Sprinkler Company, Inc.
DBA All State Fire & Security
400 Mineral Springs Road
Buffalo, NY 14224
ATTN: Robert Urban

Re: CRS 4524 – Extension of Town of Amherst Bid #20230
Town Wide Fire Alarm Inspection, Service & Security Monitoring

Dear Mr. Urban:

The Town of Amherst wishes to extend this agreement for an additional contract period, through December 31, 2027, under the same pricing structure, terms and conditions as the original agreement.

This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond **within seven days upon receipt of this request.**

If you wish to extend, please return three signed (3) originals to:
Town of Amherst Contract Compliance Department ATTN: Karen Halton, Buyer
5583 Main Street, Williamsville, NY 14221

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

X Yes, I agree to extend ____ No, I do not wish to extend

Company Name: Allstate Fire & Security

Representative (Please print): Robert Urban Title: Account Executive

Signature: _____ Date: 11/18/2025

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: Allstate Fire signed Ext Memo (RES-2025-1003 : Extension of Bid #2023052 Town Wide Fire Alarm Inspection, Service & Security

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31176 **RESOLUTION 2025-1004** **ADOPTED**

Amendment to Tyler Technologies Contract - CRS #5958

WHEREAS, the Town entered into a contract with Tyler Technologies for their Time & Attendance module dated June 4, 2024, and that contract was amended on November 6, 2024; and

WHEREAS, an additional amendment is needed to change the start date of the project to January 1, 2026;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the to the Time and Attendance contract; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the contract amendment with Tyler Technologies.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

N/A - Change in timeframe only.

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



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Amherst, New York, with offices at 5583 Main Street, Suite 1, Amherst, New York 14221-5499 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated June 4, 2024 ("Agreement"); and

WHEREAS, Tyler and Client are parties to an amendment dated November 6, 2024 ("2024 Amendment"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. Section 1 of the 2024 Amendment is deleted in its entirety and replaced with the following:

   "The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of January 1, 2026 and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:

   a. The annual SaaS fees payable under the Agreement shall be increased in the amount of $16,472, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on January 1, 2026. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.

   b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

   c. Third Party Hardware costs are invoiced upon delivery.

   d. The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof."

2. Invoice No. 045-500576 dated January 1, 2025 shall be voided and reissued in accordance with the terms of this Amendment.

3. This Amendment shall be governed by and construed in accordance with the terms and

Attachment: Amendment 11.18.2025 (RES-2025-1004 : Amendment to Tyler Technologies Contract - CRS #5958)

conditions of the Agreement.

4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Town of Amherst, New York
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attachment: Amendment 11.18.2025 (RES-2025-1004 : Amendment to Tyler Technologies Contract - CRS #5958)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31178 **RESOLUTION 2025-1005** **ADOPTED**

Ice Melt Products - CRS #5965 & #5966

WHEREAS, the Contract Compliance and Administration Department is requesting approval to use the Erie County Contract for Ice Melt - Erie County Bid #250184-004 with SiteOne Landscape Supply (CRS #5965) and WB Mason (CRS #5966); and

WHEREAS, the contract term will be through October 31, 2026;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves and authorizes the Supervisor to sign the contracts with SiteOne Landscape Supply and WB Mason.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM

TO: All Using Departments

FROM: Tricia Pierce, Buyer

DATE: October 31, 2025

SUBJECT: Ice Melt Products
Bid #250184-004

This is to advise you that there is a new contract for ***Ice Melt Products.*** The new contract is good through October 31, ~~2025~~. 2026

For your convenience any information needed is listed on the attached sheet. Please be sure to get your requirements in early. Check your stock to see if your department needs to place an order.

When submitting your requisition, please be sure to use commodity code #775 and purchasing group #004. Be sure to reference bid #25.184-004.
For your convenience I have listed the information on the attached sheet.

Attachment: 2025-2026 Ice Melt EC Memo (RES-2025-1005 : Ice Melt Products - CRS #5965 & #5966)

ICE MELT PRODUCTS
CONTRACT TERM: NOVEMBER 1, 2025 – OCTOBER 31, 2026
BID NO.: 250184-004
COMMODITY CODE: 775

VENDOR INFORMATION

Siteone Landscape Supply- Vendor #l 18129
24 79 Walden Ave.
Cheektowaga, NY 14225
Telephone 716-684-0151
Email Jrhodes@siteone.com or rkreher@siteone.com
No Minimums

WB Mason.- Vendor #109324
2855 BROADWAY ST
CHEEKTOWAGA NY 14227-1036
Telephone #888-926-2766
Fax #716-693-8738

1. **ICE MELTER - WB Mason**
   Brand: Kissner KISBROWNBAG
   $8.95/50#Bag
   $438.55/pallet-49 Bags

2. **ROCK SALT – Siteone Landscape Supply**
   Brand: American Rock Salt
   $4.88/50# Bag
   $239.12/pallet – 49 Bags

3. **CALCIUM CHLORIDE - Siteone Landscape Supply**
   Brand: Pelladow
   $15.04/50#Bag
   $827.20/pallet-55 Bags

Attachment: 2025-2026 Ice Melt EC Memo (RES-2025-1005 : Ice Melt Products - CRS #5965 & #5966)

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032



DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

AGREEMENT

Let this document stand as an Agreement between SiteOne Landscape Supply, LLC and the Town of Amherst. This Agreement permits the Town to participate in the Erie County Bid contract #250184-004 for Ice Melt Products, valid through October 31, 2026.

Agreed to and Accepted by:

SiteOne Landscape Supply, LLC

By: _____
Signature

Keith O. McGinty
Printed name

Director
Title

Date: 11/19/25

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Site One signed Agreement - MUNIS (RES-2025-1005 : Ice Melt Products - CRS #5965 & #5966)

TOWN OF AMHERST
Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

AGREEMENT

Let this document stand as an Agreement between WB Mason Co., Inc. and the Town of Amherst. This Agreement permits the Town to participate in the Erie County Bid contract #250184-004 for Ice Melt Products, valid through October 31, 2026.

Agreed to and Accepted by:

WB Mason Co., Inc.

By: _____
Signature

Thomas Sebak Jr.
Printed name

Branch Manager
Title

Date: 11/19/25

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: WB Mason Signed Agreement - MUNIS (RES-2025-1005 : Ice Melt Products - CRS #5965 & #5966)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31194 **RESOLUTION 2025-1006** **ADOPTED**

Award Bid #2025050 Waukesha Natural Gas Engine, Gearbox & PLC Service - CRS #5976

WHEREAS, the Contract Compliance and Administration Department received bids on November 6, 2025 for Bid #2025050 Waukesha Natural Gas Engine, Gearbox & PLC Service; and

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

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

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

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

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-4960; Amount TBD

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

Bid #2025050 Waukesha Natural Gas Engine, Gearbox & PLC Control System					
Low Bidder			Vendor Name:	Siemens	
Item #	QTY	U/M		Unit Price	Total Price
			Preventative Maintenance Services		
1.01	2	EA	All Preventative Maintenance Services from Schedule 1	$900.00	$1,800.00
1.02	1	EA	All Preventative Maintenance Services from Schedule 2	1800.00	$1,800.00
1.03	1	EA	All Preventative Maintenance Services from Schedule 3	$15,500.00	$15,500.00
			TOTAL PRICE 1.01 – 1.03		**$ 19,100.00**
			Unit Pricing Services		
2.01	1	EA	Supply and Replace Spark Plugs (Full set)	$2,400.00	$ 2,400.00
2.02	1	EA	Remove Spark Plugs & Bore Scope Engine (All cylinders)	$900.00	$ 900.00
2.03	1	EA	Supply and Change Gear Box Oil	$3,600.00	$ 3,600.00
2.04	1	EA	Supply and Change Engine Oil & All Oil Filters	$3,700.00	$ 3,700.00
2.05	1	EA	Supply and Replace Gear box Output Seal	$22,600.00	$ 22,600.00
2.06	1	EA	Supply and Replace Glycol Pump Seal	$6,000.00	$ 6,000.00
2.07	1	EA	Supply and Replace Glycol Pump	$6,000.00	$ 6,000.00
2.08	1	EA	Supply and Replace Throttle Linkage	$1,100.00	$ 1,100.00
2.09	1	EA	Supply and Replace Thermistor (each)	$800.00	$ 800.00
2.10	1	EA	Supply and Replace All Batteries	$2,300.00	$ 2,300.00
2.11	1	EA	Take Lube Oil Sample, Analyze and Supply Report	$250.00	$ 250.00
2.12	1	EA	Supply and Replace All Fan Belts	$1,800.00	$ 1,800.00
2.13	1	EA	Drain, Flush, Supply & Refill Cooling System with New Glycol (Includes Outdoor Radiator)	$10,500.00	$ 10,500.00
2.14	1	EA	Supply and Replace All Air Filters	$800.00	$ 800.00
2.15	1	EA	Supply and Replace Remanufactured Starter	$2,800.00	$ 2,800.00
2.16	2	EA	55 Gallon Drums of Chevron HDAX 5200 Low Ash Gas Engine Oil, SAE 40. For TOA Stock Procurement Only, No Service Required.	$1,500.00	$ 3,000.00
2.17	6	EA	55 Gallon Drums of INTERCOOL P-300 Glycol, 50/50 Mix. For TOA Stock Procurement Only, No Service Required.	$850.00	$ 5,100.00
			TOTAL PRICE 2.01-2.17		**$ 73,650.00**
			Time and Material Rates		
3.01	120	HRS	Standard-Hourly Rate	$225.00	$ 27,000.00
3.02	40	HRS	Overtime-Hourly Rate	$310.00	$ 12,400.00
3.03	$9,500.00	%	Materials, Parts and Components Cost Plus Rate $9,500 x % Markup	35%	$ 12,825.00
			TOTAL PRICE 3.01 – 3.03		**$ 52,225.00**
			PLC / SCADA Services		
4.01	40	HRS	PLC / SCADA Standard-Hourly Rate	$280.00	$ 11,200.00
4.02	4	HRS	PLC / SCADA Overtime-Hourly Rate	$ 335.00	$ 1,340.00
4.03	1	EA	Supply, Replace and Program New PLC Controller	$ 30,380.00	$ 30,380.00
			TOTAL PRICE 4.01 – 4.03		**$ 42,920.00**
			GRAND TOTAL – ALL SECTIONS:		**$ 187,895.00**
			No Additional Charges Will Be Allowed		

Attachment: Bid Analysis Waukesha Natural Gas Engine (RES-2025-1006 : Award Bid #2025050 Waukesha Natural Gas Engine, Gearbox & PLC

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31195 **RESOLUTION 2025-1007** **ADOPTED**

Award RFP #202509 Mental Health Clinician Services - CRS #5977

WHEREAS, proposals were received on October 16, 2025 for RFP #202509 Mental Health Clinician Services; and

WHEREAS, three (3) proposals were received and evaluated by Town representatives;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to Endeavor Health Services; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Endeavor Health Services; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that this project is grant funded and the Police Department would like to get a contract in place as soon as possible as the grant term began on October 1, 2025.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

A3130-4000; Amount NTE $103,476.00.

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

RFP 202509 Mental Health Clinician Services

RFP ANALYSIS SHEET

Raw Score is rated on a scale of 1-10

Description	Percentage (Weight)	Endeavor Health Services		Quality Healthcare Staffing		Behavidence, Inc.	
		Raw Score	Weighted	*Raw Score*	Weighted	*Raw Score*	Weighted
Relevant Experience and Qualifications	30	*9.67*	29.01	*7.67*	23.01	*7.00*	21.00
Proposed Approach and Methodology	25	*8.33*	20.83	*7.33*	18.33	*6.67*	16.68
Cost / Hourly Rate	20	*10.00*	20.00	*2.68*	5.35	*3.54*	7.07
Experience Working with Law Enforcement	15	*9.00*	13.50	*1.33*	2.00	*1.67*	2.51
References	10	*9.00*	9.00	*4.33*	4.33	*4.64*	4.64
TOTAL EVALUATION	**100**		**92.34**		**53.01**		**51.89**

Attachment: Scoring Sheet - RFP 202509 Mental Health Clinician Services.Final (RES-2025-1007 : Award

PROFESSIONAL SERVICES AGREEMENT

This Agreement made on the _____ day of _____, _____, by and between Endeavor Health Services (hereinafter referred to as "Endeavor"), 1526 Walden Ave. Suite 400 Cheektowaga, NY 14225 and The Town of Amherst 5583 Main St. Williamsville, NY 14221 (hereinafter referred to as the "Town").

1. **Term of Engagement**
   a. Endeavor shall commence providing Mental Health Clinician services for the Police Department beginning on January 1, 2026, and running through September 30, 2026. Should funding from the FY 22-23 Byrne State Crisis Intervention Program still be available, and if an extension is received on the grant, the term of this contract may be extended upon mutual agreement of the Town and Endeavor.
   b. Endeavor agrees to provide two Mental Health Clinicians to the Police Department for approximately a combined forty to fifty hours per week. Additional clinicians can be utilized upon the mutual agreement of Endeavor and the Police Department Supervisor overseeing the Community Outreach Unit.
   c. Clinicians shall work on varying days of the week and varying times, to include during normal business hours, evening hours and weekend hours. The specific number of hours, days and times worked shall be mutually agreed upon between the Mental Health Clinicians and the Police Department Supervisor overseeing the Community Outreach Unit but is anticipated to range between 40 and 50 hours in total per week.
   d. The Police Department may, from time to time, and by a specific action, extend the terms of this agreement to the extent permitted by law and upon mutual agreement with Endeavor.
   e. Any modification of these contractual terms shall be in the form of an amendment to this agreement and shall not be less than the terms and conditions as herein set forth, unless otherwise agreed to in writing by the parties.
2. **Mental Health Clinician's Duties and Responsibilities**
   a. The Mental Health Clinicians shall, under the direction of the Chief of Police and pursuant to the policies of the Town of Amherst, faithfully, diligently and competently perform all the duties of and accept all of the responsibilities now or hereafter required of a Mental Health Clinician under the provisions of any statute of the State of New York, or under the provisions of any rule of the New York State Board of Regents.

Attachment: Amherst PD Clinician contract with Endeavor - Final 11-25-2025 (RES-2025-1007 : Award RFP #202509 Mental Health Clinician

b. The Mental Health Clinicians shall meet with a Police Department Supervisor from the Community Outreach Unit on a regular basis for purposes of discussing the business and associated operations of the department and Clinician duties at such schedule as may be set by the aforementioned Police Supervisor.
c. Administrative Staff from Endeavor Health Services shall periodically meet with a Police Department Supervisor from the Community Outreach Unit to discuss and evaluate the clinician program.
d. The duties of the Mental Health Clinician shall include, but not be limited to the following:
    i. To provide mental health services, referrals, follow-up communications to citizens in connection with calls for service to the Police Department. This may include responding to an active scene, residence, or follow-up by phone. Any response to a scene or residence will be in the presence of an on-duty Police Officer.
    ii. These services will also be offered to citizens referred by other Town of Amherst Departments through the Police Department.
    iii. Services will also be provided to members of the Police Department on an as needed basis for debriefing critical incidents, and personal mental health issues for a primary consultation only, with referral to an outside Mental Health Clinician through the Employee Assistance Program, Police Helpline, or other appropriate mental health services.
    iv. Provide Mental Health Education and Training to Police Department personnel.

3. <u>Compensation:</u>

a. The Town shall pay Endeavor $45 for each hour a Clinician provides mental health services to the Police Department or other Town Department.

4. <u>Payment by the Town:</u>

a. Endeavor shall provide the Police Department with an invoice at the beginning of each month for the prior month's billable hours.
b. A Police Department Supervisor from the Community Outreach Unit shall keep a log of when and how many hours Endeavor provides mental health services to the Police Department and other Town Departments.
c. The Police Supervisor shall verify the hours billed with the log. When the billable hours are agreed upon, the Supervisor shall submit the invoice to the Town Comptroller's Office for payment.

5. **<u>Termination</u>**:

a. Either party may terminate this Agreement for any reason whatsoever upon providing the other party thirty (60) days written notice.

Attachment: Amherst PD Clinician contract with Endeavor - Final 11-25-2025 (RES-2025-1007 : Award RFP #202509 Mental Health Clinician

b. Either party may terminate this Agreement for cause upon providing the other party with written notice to cure within ten (15) days and same not being cured for any of the following reasons:
   i. Failure by Endeavor to provide mental health clinicians at the capacity as outlined by this agreement.
   ii. Failure by the Mental Health Clinician(s) or Endeavor administrative staff to provide regular reports to the Police Department Supervisor from the Community Outreach Unit.
   iii. Failure of the Town to make timely payments to Endeavor. For purposes of this section of the agreement, "timely" shall mean that payment shall be rendered to Endeavor within sixty days of final agreement between Endeavor and a Police Department Supervisor from the Community Outreach Unit of hours worked.
   iv. Failure of the Mental Health Clinician in the performance of any of his or her obligations or any covenants and/or conditions contained in this Agreement.
   v. Failure of the Mental Health Clinician to maintain and/or provide for review of the required records.
   vi. Failure of the Mental Health Clinician to perform or complete any of the Services as scheduled or as required by this Agreement.
   vii. Failure of the Police Department to provide adequate security and protection to Clinicians while in the performance of their duties.
   viii. Failure of Endeavor, its agents, or employees to cooperate with civil rights or discrimination investigations conducted by the Town or Police Department.

6. **Independent Contractor**:
   a. No employee of Endeavor shall be considered to be an employee of the Town or Police Department. The relationship between the Town and Endeavor is that of an independent contractor. Consistent with its status as an independent contractor, Endeavor, its agents and employees agree that it, and not the Town, shall be responsible for all taxes, including, but not limited to: Federal and State withholding tax, FICA (Social Security and Medicare), federal or state unemployment insurance contributions, unemployment tax, etc. Endeavor, its agents and employees, acknowledges that it will not be entitled to worker's compensation or disability insurance coverage under the Town's policies. Endeavor will, at its own expense, cover the cost of worker's compensation and any other similar insurance required by the law. Endeavor will provide the Town with proof of such coverage upon request before the Mental Health Clinician(s)

Attachment: Amherst PD Clinician contract with Endeavor - Final 11-25-2025 (RES-2025-1007 : Award RFP #202509 Mental Health Clinician

begins performing services under this Agreement. To the extent a claim is asserted against the Town by the Mental Health Clinician(s), Endeavor shall defend and indemnify the Town for any judgments or claims entered against the Town under the Worker's Compensation Law. Endeavor, its agents and employees, acknowledges that The Mental Health Clinician(s) will not be entitled to unemployment insurance benefits from the Town. Endeavor agrees that it will make any federal or state unemployment insurance contributions on behalf of its employees, if required. To the extent the Mental Health Clinician(s) asserts an unemployment insurance claim against the Town, Endeavor shall defend the Town and shall indemnify the Town for any resulting judgment or liability under the Unemployment Insurance Law.

7. **Waiver of Breach**:
    a. No waiver by the Town of its right to enforce any provisions hereof after any default on the part of Endeavor shall be deemed a waiver of its right to enforce each and all of the provisions hereof upon any further or other default on the part of Endeavor.
8. **Insurance**:
    a. Endeavor will maintain, or cause to be maintained, in full force and effect, at Endeavor's expense, the following insurance:
        i. Workers' Compensation and Statutory New York State Disability Employer's Liability: Unlimited in New York
        ii. Commercial General Liability, including
            1. Commercial General Liability: $1,000,000 per occurrence, $2,000,000 Aggregate
            2. Products Completed Operations Liability: $2,000,000
            3. Auto Liability: $1,000,000 per occurrence
            4. Excess/Umbrella Liability: $5,000,000
            5. Professional Liability: $5,000,000
    b. The coverage for insurance shall name the Town as an additional insured. Such policy or policies shall provide for both the defense and indemnification of the Town and will act as the primary insurance for any costs, claims, losses, liabilities, penalties, fines, citations, expenses, forfeitures or other damages resulting from the Mental Health Clinician's or Agency's failure to perform its obligations hereunder or to the extent attributable to its negligent and/or unlawful acts and omissions. Endeavor agrees to notify the Town in writing no less than thirty (30) days prior to the cancellation, modification or non-renewal of any insurance coverage. Notwithstanding the foregoing, the Town shall remain liable for direct damages resulting from its negligence.

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c. The Certificates of Insurance, demonstrating insurance coverage required by this Section, must be received by the Town at least ten (10) days prior to the execution of this Agreement, or the Town, in its sole discretion may terminate this Agreement. Certificates of Insurance upon their approval by the Town shall become part of this Agreement.

9. **Civil Rights and Nondiscrimination:**
   a. Endeavor agrees to cooperate fully with any civil rights or discrimination complaint investigation conducted by the Town or Police Department arising from alleged conduct by Endeavor, its agents, or employees. This includes providing necessary documentation, access to relevant personnel, and responding promptly to any inquiries or requests for information related to such investigations.
   b. At the conclusion of any investigation, The Police Department will notify Endeavor in writing of the findings of said investigation.
10. **Indemnification**: Endeavor agrees to release and otherwise hold the Town and Police Department harmless, including, but not limited to, attorneys fees, costs, disbursements, and damages, from any and all claims, with respect to any acts and/or omissions by Endeavor, its employees, assigns, representatives, and third parties retained by Endeavor with respect to any services provided pursuant to this Agreement which may arise as a result of or caused by any acts and/or omissions regardless of the nature of such claim, including, but not limited to, bodily injury, personal injury, property damage, and/or wrongful death arising out of or whatsoever in relation to claims sounding in intentional acts, gross negligence, recklessness, willful conduct, prima facie tort, breach of contract, fraud, misrepresentations, breach of implied contract, nuisance, negligence, strict product liability, strict liability, etc.. Such provisions shall not apply to the acts and/or omissions of the Town of Amherst, its employees, assigns, and representatives.
    a. The Town shall provide legal counsel and shall indemnify and hold harmless Endeavor, its agents, and employees, against any and all claims, demands, suits, causes of action, proceedings or judgments by reason of the alleged negligent acts or omissions of the Town or Police Department resulting in bodily or other injury to any person or damage to the property of any person committed while the Mental Health Clinician(s) is acting within the scope and course of his or her professional services or under the direction of the Chief of Police or Town.
11. This document constitutes the full understanding of the Parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless upon mutual written agreement by the Parties.
12. The Parties shall not assign, transfer or otherwise dispose of this Agreement, of its right, title or interest in this Agreement, or its power to execute the same, to any other person

Attachment: Amherst PD Clinician contract with Endeavor - Final 11-25-2025 (RES-2025-1007 : Award RFP #202509 Mental Health Clinician

or corporation without the previous consent, in writing, of the other Party. An assignment of this Agreement shall not relieve the assignor of its obligations hereunder. In the event of the assignment, all the provisions herein shall be binding upon and inure to the benefit of the respective successors and assignees to the same extent as if each successor or assignee were named as a party to the Agreement.

13. Confidential information of any nature that either party acquires regarding any aspect of the other party's business shall be treated in strict confidence. Information so obtained shall not be divulged, furnished or made accessible to third parties without the written permission of the other party to this Agreement. Both parties retain the right to do business with third parties in matters that may be competitive with the interests of the other party to this Agreement. However, the confidentiality constraints above shall be binding and have precedence over these business matters.
14. **Notice**: Notice to the Town shall be provided in writing to the Town Supervisor, 5583 Main St. Williamsville, NY 14221, and to the Chief of Police 500 JJ Audubon Pkwy. Amherst, NY 14221. Notice to Endeavor shall be provided in writing to _____, 1526 Walden Ave., Suite 400 Cheektowaga, NY 14225.
15. **Governing Law**: The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of New York with venue in the County of Erie.
16. **Severability:** If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it valid and enforceable, and if no modification shall render it valid and enforceable, this Agreement shall be construed as if not containing such provision and the rights and obligations of the parties shall be construed and enforced accordingly.
17. **Amendment, Waiver, Modification or Termination**:
    a. The Town or Police Department may request changes in the services to be performed herein by the Mental Health Clinician(s) or Endeavor. Such changes shall be mutually agreed upon and any changes shall be incorporated in written amendments to this Agreement.
    b. No amendment, waiver or termination or modification of this Agreement shall be binding unless it is in writing and signed by Executive Authorities of Endeavor, the Town, and the Police Department and dated subsequent to the date of this Agreement hereunder. Performance of work by Endeavor, its agents, or employees, and/or acceptance of payment by Endeavor for work performed for the Town which is beyond the scope of this Agreement does not constitute acceptance by Endeavor of amendments or modifications to this Agreement nor shall they be binding.
18. **Successors and Assigns**: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and, to the extent permitted above, successors and assigns of the parties hereto.

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19. **Assignments**: Endeavor shall not assign any rights and obligations provided under this Agreement without the prior written agreement of both parties.
20. This document constitutes the full understanding of the Parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless upon mutual written agreement by the Parties.
21. Each signatory to this agreement possesses the authority to execute the same and to bind their respective party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Town of Amherst	**Endeavor Health Services**
_____	_____
Brian Kulpa, Supervisor	**Name:**
Date: _____, 2025	Date: _____, 2025

Attachment: Amherst PD Clinician contract with Endeavor - Final 11-25-2025 (RES-2025-1007 : Award RFP #202509 Mental Health Clinician

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Economic Development
Initiated by: **Megan Winnert**
Co-Sponsored by:

DOC ID: 31220 **RESOLUTION 2025-1008** **ADOPTED**

Adoption of the Revised Town of Amherst Comprehensive Emergency Management Plan

Please kindly adopt the Revised 2025 Town of Amherst Comprehensive Emergency Management Plan.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

TOWN OF AMHERST

Department of Emergency Services & Safety

4220 BAILEY AVENUE
AMHERST, NEW YORK 14226-2926
www.amherst.ny.us
(716) 631-7122

Phone: (716) 631-7121 / Fax: (716) 833-3083
Email: bpeters@apdny.org

BRANDON PETERS, Director

Dear Members of the Amherst Town Board,

The Department of Emergency Services and Safety has completed its review of the Town of Amherst Comprehensive Emergency Management Plan. This summary provides an overview of our process and outlines the revisions made from the previously approved version.

Throughout this review, we updated several sections of the document, focusing primarily on formatting, terminology, and alignment with current response standards. This effort was a collaborative process involving multiple outside agencies as well as internal departments to produce a robust, all-hazards plan that supports our mission.

The plan has also been reviewed by our partners at the Erie County Department of Homeland Security and Emergency Services and the New York State Division of Homeland Security and Emergency Services, Office of Emergency Management. It is important to note that, while our plan is extensive, certain components are designed to integrate directly with the Erie County Comprehensive Emergency Management Plan.

We extend our sincere gratitude to the agencies listed below for their contributions to this important public safety initiative.

Town of Amherst

Center for Senior Services
Youth and Recreation
Amherst Police Department
Facilities Department
Attorney's Office
Highway Department
Building Department

Outside Agencies

American Red Cross
Town of Amherst Fire Chiefs Association
Erie County Department of Homeland Security and Emergency Services
New York State Homeland Security Office of Emergency Management
Twin City Ambulance

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

Summary of Changes

- General formatting updates to the body and Table of Contents
- Record of Change table added
- Town of Amherst Local Shelter Management Plan created (new plan)
- Public Warning and Notification Plan revised
- Flood Plan revised
- Debris Management Plan revised and updated
- Mass Casualty Incident Plan revised
- All reference forms reviewed and revised
- All damage assessment forms reviewed or revised

If you or any Councilmembers have specific questions regarding this document, please do not hesitate to reach out.

Thank you,

Brandon Peters, Director
Amherst Emergency Services and Safety

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

Town of Amherst

Comprehensive Emergency Management Plan

Revised 11/2024, Approved Pending

Brandon Peters, Director
4220 Bailey Ave
Amherst, NY 14226
Bpeters@apdny.org
716-631-7121

Daric B. Will, Emergency Services & Safety Coordinator
4220 Bailey Ave
Amherst, NY 14226
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Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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Plan Revision Log

RECORD OF CHANGE

Nature of Change	Date of Change	Page(s)	Changes made by:
Plan Revised	*2/25*	*All*	*Brandon Peters*
NYS Review	*7/25*	*All*	*NYS OEM*

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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Mission Statement

The mission of the Town of Amherst Department of Emergency Services and Safety is to ensure the safety of the citizens of the Town of Amherst, NY during large scale/high impact emergencies. The department will ensure the continuity of Amherst Town Government and safety of its citizens by maintaining and continuously evaluating emergency plans, providing training to enhance knowledge, skills and abilities, establishing clear roles and responsibilities of staff, and promoting emergency awareness throughout our community. The potential for a disaster to occur in the town is ever present. Through our strong commitment to excellence and focus on teamwork, our actions will produce successful outcomes.

Brandon Peters, Director

Town of Amherst
Department of Emergency Services & Safety

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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Table of Contents

Mission Statement 3
Table of Contents 4
General Considerations and Planning Guidelines 6
Prevention and Mitigation 11
Response 15
Recovery 24
Annexes....29
A. Public Information....30
B. Public Warning and Notification....32
C. Evacuation Procedure....34
D. People with Access and Functional Needs 36
E. Local Shelter Management Plan 41
F. Animal Evacuating / Sheltering....45
G. Debris Removal Plan 50
H. Mass Casualty Incident Response Plan....53
Hazardous Materials Response Plan....57
Ellicott Creek Flood Control Project....66
Flood Emergency Response Plan 66
Town of Amherst Flood Response Plan 75
Reference Forms....81
Press Release 88
RAPID STRUCTURAL EVALUATION SAFETY FORM....93
Town of Amherst Emergency Operations Center 95
Contact List....95

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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General Considerations and Planning Guidelines

Introduction

The impact of disasters has been increasingly apparent across the nation. The attacks on 9/11, the, the plane crash in Clarence New York, Hurricanes Irene and Sandy, the October Storm in 2006, and the Blizzard of 2022 are just a few examples that reveal the importance of planning well before a disaster occurs. This plan results from the recognition on the part of town government that a comprehensive plan is needed to enhance the ability of the Town of Amherst (TOA) to manage emergency and/or disaster situations. This Comprehensive Emergency Management Plan (CEMP) sets forth all the necessary information pertaining to emergencies and disasters including, but not limited to, operating procedures, materials and resource availability, organizational responsibilities, and multi-organizational coordination.

Response actions are time sensitive with little allowance for delay, and some post disaster issues, such as rebuilding and placement of temporary housing facilities, also must be addressed quickly. Advanced planning makes this easier. A CEMP that is flexible enough for use in all emergencies, including unforeseen events, provides a community with an emergency management "bottom line." Once this has been established, a community can proceed confidently with long-term mitigation efforts directed at specific hazards. Additionally, it can devote more resources to risk-based preparedness measures (e.g., specialized training, equipment, and planning). Whatever the initiative, an All-Hazard CEMP helps the community start from a position of relative security.

The development of this plan included an analysis of potential hazards that could affect the Town of Amherst and an assessment of the capabilities existing within the town to address potential problems. Additionally, this plan takes into account the current Erie County, New York State, and federal approaches to emergency management including the required use of the National Incident Management System.

In the past, government actions were taken primarily only during and after a disaster struck. Today, there is a need for a comprehensive emergency management system to be in place at the local, state, and federal levels of government that deal effectively with emergency situations, not only during and after an emergency, but also before one occurs. This CEMP outlines actions to be taken by the town to establish such an approach to emergency management.

Comprehensive Approach

A disaster plan would be cumbersome and difficult to understand if it were designed to specifically address each and every conceivable incident that could impact the TOA. Therefore, the general objective is to develop a plan that utilizes an all-hazards approach that is adaptable to any situation. This plan has been created to be comprehensive, flexible for change, adaptable to all-hazards, and should be used as a reference guide.

Dealing with disasters is an ongoing and complex undertaking. Through implementation of pre-disaster risk reduction measures, preparedness programs, timely and effective response, along with short- and long-term recovery plans, property damage can be minimized, and lives can be saved.

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Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

Who has Management Responsibility?

The Town of Amherst Department of Emergency Services and Safety (ES&S) is designated to coordinate all emergency management activities of the town. The town uses the National Incident Management System (NIMS) as a guideline to coordinate all emergency management functions, including preparedness and mitigation activities, the response to emergencies, and the periodic testing of this plan. NIMS provides a systematic, proactive approach to guide departments and agencies at all levels of government, non-governmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity in order to reduce the loss of life and property and harm to the environment. Compliance with the components of NIMS, as required by Presidential Declaration Homeland Security Presidential Directive-5, offers a uniform system for incident management.

The roles and responsibilities of town departments and related agencies, and both emergency and non-emergency related management, are outlined in this plan. Assignments are made within the framework of the town's capability and existing organizational responsibilities. Specific emergency management guidance for situations requiring special knowledge, technical expertise, and resources may be addressed in separate annexes attached to this plan.

Why Prepare a Comprehensive Emergency Management Plan?

A wide variety of emergencies, regardless of whether the cause is man-made, natural or technological, can result in loss of life, property, income; disrupt the normal functions of government, communities, and families, and cause great human suffering. The TOA provides the leadership and direction to prevent, mitigate, respond to, and recover from the dangers and problems that arise from such emergencies anywhere in the town. To meet this responsibility, the TOA has developed this All-Hazards Comprehensive Emergency Management Plan.

Legal Authority

Section 23 of Article 2B of the New York State Executive Law authorizes town governments to prepare disaster preparedness plans. Pursuant to Section 23 of Article 2B, the TOA has adopted the following disaster preparedness measures. These measures have been designed to prevent or mitigate disasters, their effects, provide for an effective response, and facilitate recovery. The Comprehensive Emergency Management Concept, which has been adopted by New York State and is utilized by all local governments, prepares local governments to effectively utilize all of its resources before, during, and after disasters to minimize their impact.

Minimization of the effects of a disaster is the primary motive of disaster planning. The TOA acknowledges that planning and preparatory actions are required before a disaster strikes. Coordinated disaster planning permits town forces to more adequately respond to emergency situations, save lives, and minimize the loss of property. The TOA shall have the primary responsibility to see that everything possible is done to provide for the safety and security of the residents of the town during a declared disaster emergency.

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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Elements of the CEMP

The concept of comprehensive emergency management includes three interrelated elements which interact in an ongoing cycle with one leading naturally into another. They include disaster prevention and mitigation, disaster response, and disaster recovery. This plan is organized to reflect these three elements.

Disaster Prevention and Mitigation

Prevention refers to the short and long-term activities that eliminate or reduce the number of disaster situations. Mitigation refers to sustained actions taken to reduce or eliminate the risk to people, property and the environment from hazards and their effects. Mitigation can occur before or after a disaster occurs. An example of pre-disaster mitigation is land use planning to avoid hazard exposure.

Disaster Response

Response activities follow the initial impact of an emergency or disaster. Generally, disaster response is designed to minimize casualties and protect property to the extent possible through emergency assistance. Response activities may reduce the probability of secondary damage and speed recovery operations.

Disaster Recovery

Recovery activities continue until the community returns to pre-disaster levels. Short-term recovery returns vital life support systems to minimum operating standards. Long-term recovery may continue for many years after a disaster. Recovery activities should include identifying measures to prevent or mitigate future disasters.

Annexes contained with this plan

This plan is supported by annexes that provide a narrowed focus for specific functions and hazard specific operations.

Responding to an Emergency – Who is in Control?

Local governments and their emergency services organizations play the most important essential role as the first line of defense. Control rests with the local government of towns, incorporated villages, and cities and with their chief executives, such as the mayor and/or the town supervisor. When responding to a disaster, the TOA is required to make full use of its own facilities, equipment, supplies, personnel, and the resources of private partners. The Town Supervisor acts as the key authority during a disaster. He assigned this responsibility to the TOA ES&S which is the coordinating office for all emergency management program activities within the town. When an emergency or disaster is beyond the capability of the TOA and town

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resources are inadequate, the Town Supervisor may obtain assistance from other neighboring towns, villages and Erie County Government.

Erie County will notify the New York State Division of Homeland Security and Emergency Services, Region V – WNY Zone, if the TOA has requested assistance. Any assistance provided to the TOA will be coordinated by officials from Erie County Department of Homeland Security and Emergency Services (ECDHSES). Upon the occurrence of an emergency or disaster clearly beyond the response capability and resources of Erie County and its local governments, the Erie County Executive may request assistance from New York State through the Region V officials. After a review of the situation by NYS Region V officials they will advise the Governor of the State of New York that federal assistance is required and may request such assistance from the Federal Emergency Management Agency (FEMA). After a review of the situation by FEMA officials they may find this exceeds their constitutional authority and may request the President of the United States to declare it a major disaster under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended in April of 2013.



Formal Contact and the Centralized Direction of Assistance

Reviewing and Updating the CEMP

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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ES&S is committed to reviewing and updating this CEMP annually, or as often as deemed necessary, to allow the town to enhance its preparedness, prevention, mitigation, response, and recovery capabilities.

Conclusion

This plan is written as a general all-hazards guide using existing town departments and related agencies to allow the TOA to meet its responsibilities before, during, and after an emergency.

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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Prevention and Mitigation

Identifying What and Where the Risks Are:

ES&S has the responsibility to identify, to the best of its abilities by utilizing all partners and resources available to their office, the sources of potential risk in the TOA that may cause large-scale emergencies and disasters. ES&S is also responsible for:

- Determining the probable impact each potential disaster could have on the people and property of Amherst,
- Delineating the areas affected by potential disasters,
- Documenting the disaster's effects on the town,
- Coordinating efforts with all town, Erie County, NYS, Federal and outside agencies,
- Working with NYS and FEMA officials to obtain any reimbursement assistance that may be available to the town departments for costs incurred in response to the disaster, and
- Coordinating activities when additional assistance is available to residents and businesses within the TOA.

The hazards ranked below have been identified by using the NYS approved hazard analysis computer modeling program, Hazard Analysis New York (HAZNY), which is an automated analysis program. This program gathers information from past disasters and potential disaster emergencies and evaluates their impact on the TOA. We convene this group every 5 years to re-evaluate our conditions and recent history using our partners in town, and at the county, state and federal levels to determine if our CEMP is accurate, effective and compliant

Natural Hazards

- Winter Storm / Ice Storm
- Severe Thunderstorm
- Flood
- Extreme Temperatures
- Earthquake
- Ice Jam
- Tornado or High Wind Event
- Disease Outbreak / Epidemic Pandemic

Technological Hazards

- Hazardous Materials
- Major Fire
- Aircraft Accident
- Resource Shortage
- Radiological Release
- Civil Unrest
- Terrorist Act
- Water Supply Contamination

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Preparing the CEMP

This comprehensive plan was compiled to deal with emergencies which are considered preventable and able to be mitigated. Accordingly, this CEMP has been prepared by the TOA ES&S to prepare for and mitigate potential disasters and their effects by:

- Identifying appropriate activities to prevent disasters and provide education to its residents via public forums, open houses, and the use of social media and instant technology,
- Developing mechanisms to coordinate the use of local resources and manpower for service during and after disasters,
- Planning for the delivery of services to aid citizens and reduce human suffering resulting from a disaster, and
- Providing for recovery and redevelopment after disasters.

Our town departments play an important role in the prevention and mitigation of the hazards identified in our hazard analysis. Town departments are responsible for recommending improvements to our prevention and mitigation capabilities.

Developing Policies and Programs to Prevent and Mitigate Disasters

The TOA may prevent and mitigate disasters by developing and implementing policies, programs, and projects to reduce the risks associated with identified hazards and, ultimately, lessening the impact when disasters occur.

Hazard mitigation strategies to reduce specific risks can vary from simple to complex. They are comprised of one or more hazard mitigation actions. There are many different hazard mitigation actions that they are often classified into six categories:

- Prevention
- Property protection
- Public education and awareness
- Natural resource protection
- Critical facilities protection
- Structural projects

Additionally, All-Hazard Mitigation Plans may be required to receive funding from several of the federal grant programs. The TOA does, and will continue to, participate in the Erie County All-Hazard Mitigation Plan.

Examples of Hazard Mitigation actions include, but are not limited to:

- Land-use management policies for assuring that construction activities comply with TOA local laws and ordinances, and NYS floodplain and federal coastal zone management regulations.

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Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

- Building Department local laws, ordinances and regulations to ensure the health and safety of residents of the TOA.

Monitoring of Identified Risk Areas

The Department of Emergency Services, with the assistance of key TOA departments, will develop the capability to monitor identified risk areas in order to detect a hazardous situation and protect the population at risk. As a hazard or emergency situation develops, specific information will be obtained by monitoring the disaster effects. Individuals will be designated by the responsible responding town departments to perform the monitoring tasks. Monitoring tasks include the detection of hazardous situations, as well as measurements or observations of a known hazard. Examples of hazardous situations include, but are not limited to, rising water levels, traffic disruptions due to snow/ice conditions, excessive number of downed trees, wide ranging power outages affecting traffic control devices, the formation of ice jams on creeks and streams which are blocking significant amounts of water and causing localized flooding, etc. Responding town departments responsible for the monitoring of specific hazardous conditions will notify Amherst ES&S 24/7 if a situation is, or potentially may escalate into, an emergency situation. They may be reached 24/7 through Amherst Fire Control or Amherst Police Dispatch.

Training of Emergency Personnel

Amherst ES&S has the responsibility to arrange and provide for prevention and mitigation training and response and recovery activities for key TOA personnel involved in disaster related emergency functions. To meet this responsibility, the following efforts will be made:

- Identify local training needs and requirements;
- Plan training programs for public officials; emergency management staff; key town personnel; other emergency support services personnel; and volunteers that provide assistance to the local government.
- Ensure that training programs will include knowledge of disaster characteristics and their consequences and the implementation of emergency management; and
- Explain what the Incident Command System (ICS) is, how it works, and when to use it.

Education and Public Awareness

The TOA ES&S provides public education and awareness activities that include, but are not limited to:

- Disaster preparedness for youth, adult and functional needs populations;
- Public awareness of existing hazards in local communities; and
- Public awareness of protective measures developed by the town to respond to potential emergencies.
- We will create or coordinate programs that provide prevention, preparedness, or mitigation training to any community group or volunteer organization as deemed appropriate by the Department of Emergency Services or as directed by the Town Supervisor.

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Response

Concept of Operations

The Town of Amherst recognizes that emergencies and disasters generally begin at the local level, as well as the need to call for aid when an incident exceeds our resources and capabilities. Assistance may be required from multiple response organizations within the town or from higher levels of government, including Erie County, New York State, and the Federal Government. The TOA utilizes the National Incident Management System (NIMS), the Incident Command System (ICS), and various Mutual Aid Agreements and Memorandums of Understanding to facilitate coordination, collaboration, and communication in our response to any emergency incident disaster event.

National Incident Management System

The TOA utilizes the National Incident Management System (NIMS) as a guideline to coordinate the response to emergencies and disasters. NIMS are a core set of concepts, principles, and terminology for incident command and multi-agency coordination. It integrates best practices into a comprehensive framework for use nationwide by emergency management/response personnel in an all-hazards context.

NIMS provides a systematic, proactive approach to guide all levels of government and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents. This is done regardless of cause, size, location, or complexity in order to reduce the loss of life and property and harm to the environment.

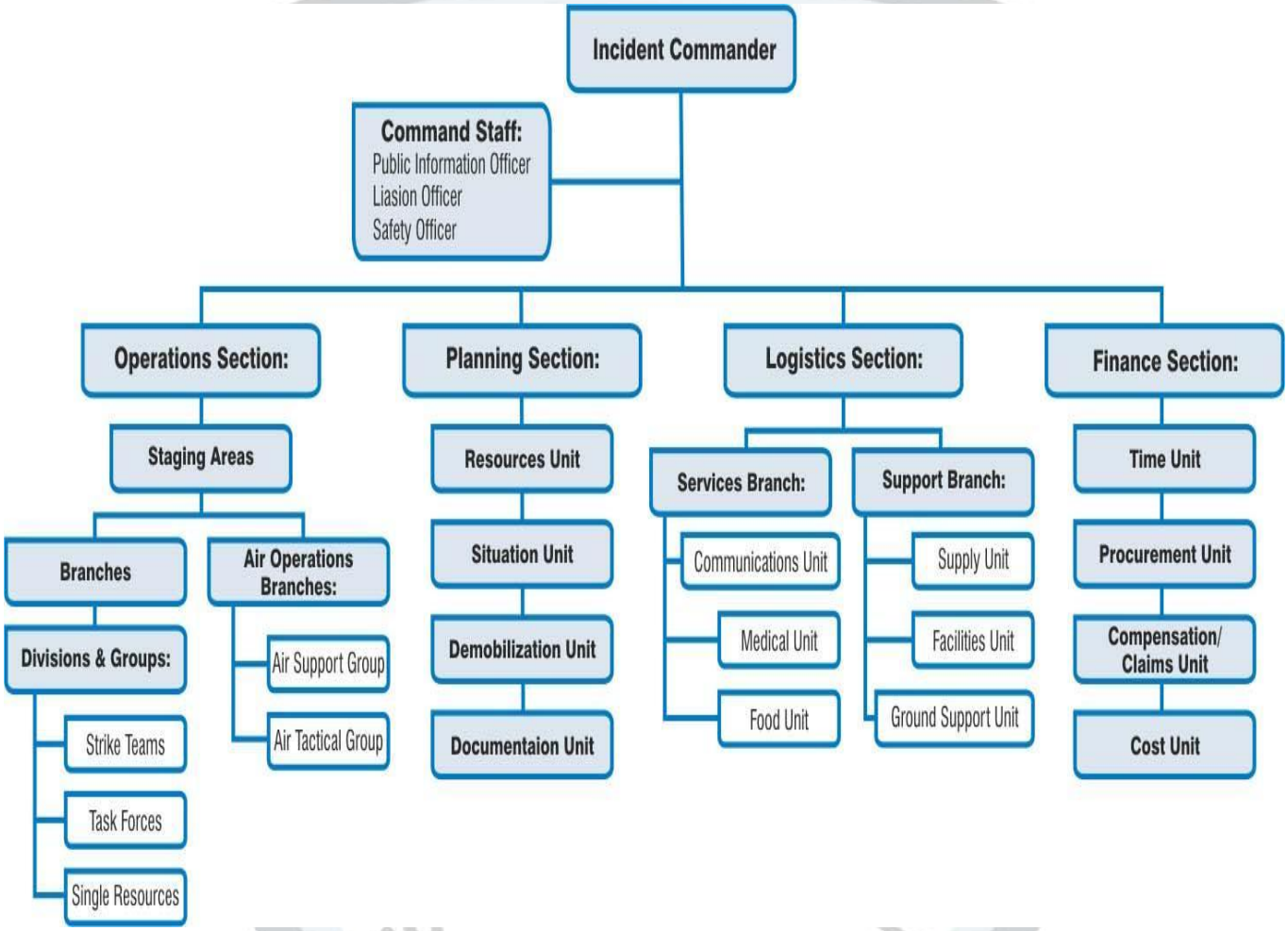
Incident Command System

The TOA, each and every day in all aspects of emergency response, utilizes the Incident Command System (ICS) as developed by NIMS and formally adopted by the State of New York for emergencies requiring multi-agency response. ICS allows flexibility in its implementation so that the structure can be tailored to the specific situation at hand. The Incident Commander (person in charge of the incident) will coordinate operations on the scene of emergency and will keep the Emergency Operations Center (EOC) apprised of the emergency conditions, response operations, and resource requirements. Response operations may start before the disaster event takes place (for emergencies caused by floods, blizzards, ice storms, etc.) and will continue throughout the emergency to maximize effectiveness. The chart on the following page is the general guide to the structure of the ICS that should be used for all incidents. The Incident Commander shall operate at a single command post for optimal effectiveness. The inclusion of multiple organizations and jurisdictions can be attained by establishing Unified Command to integrate each entity's operation. Operating as Incident Command or Unified Command requires certain training levels be completed which meet the mandatory statutory requirements for the TOA to be eligible for any potential federal assistance or reimbursement. The Department of Emergency Services & Safety and the command staff of the Amherst Police Department exceed these training requirements and many Fire Chiefs have varying levels of command training for large scale incidents.

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Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

Incident Command System



Mutual Aid Agreements

Mutual Aid Agreements and Memorandums of Understanding are agreements between agencies, organizations, and jurisdictions that provide a mechanism to quickly obtain emergency assistance in the form of personnel, equipment, materials, and other associated services. The primary objective is to facilitate rapid, short-term deployment of emergency support prior to, during, and after an incident. The fire service and highway department regularly utilize mutual aid agreements for emergency and disaster response. Additionally, the Fire Departments are part of the NYS Fire Mobilization Plan and have been utilized across New York State in response to large-scale events such as the 9/11 World Trade Center attacks and Hurricanes Irene and Sandy.

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Emergency Operations Center

In addition to the on-scene Incident Command System used at individual emergency scenes, an off-scene Emergency Operations Center (EOC) shall be utilized for large emergencies and disasters so that all involved entities can work together more efficiently and effectively in accordance with the NIMS principles and concepts. The EOC may be staffed by personnel representing multiple jurisdictions and functional disciplines and a wide variety of resources. The Incident Command Post and the EOC need to have good communication to positively impact the disaster situation. Primary and alternate EOC sites have been established in this plan. The EOC for the Town of Amherst will be located at the Amherst Police Community Training Center, 4220 Bailey Avenue. Amherst, NY 14226. The alternate site for the EOC to be located is the Amherst Police Department Headquarters, 500 John James Audubon Parkway, Amherst, NY 14228. Once the formal Declaration of Disaster, "State of Emergency" has been made, the EOC will remain staffed, as needed, as the incident dictates until the emergency expires. Emergency Operations Center location will be selected based on the type of emergency. In some cases, a virtual option may be considered as well.

Responsibilities and Functions of Town Departments

The **Town Supervisor** is responsible for the notification and declaration of a disaster emergency. The Supervisor shall use any and all facilities, equipment, supplies, personnel, and any other resources of the political subdivision in such a manner as may be necessary or appropriate to manage the disaster emergency.

The **Director of Emergency Services** directs the implementation of the Town of Amherst Comprehensive Emergency Management Plan. The Director of Emergency Services will conduct the emergency operations at the EOC, prepare operational priorities, and recommend actions in response to requests for assistance.

Department Heads are responsible for assuring maximum effectiveness along with the utilization of all personnel and equipment from within his/her department. Each department head will be responsible for maintaining control of his/her assigned department and implementing orders received from the EOC.

Each department involved in the management of the emergency will assign a senior department level official to be stationed at the EOC for the duration of the emergency. Each representative assigned to the EOC shall keep an accurate log of his/her department's operation from the EOC. This log shall identify such things as time worked, personnel numbers, and equipment that is used, lost, or destroyed. A complete record log shall also be kept of all outside agencies that assisted his/her department. At the end of each day of operation a copy of the day's activities will be submitted to the Dept. of Emergency Services and all final logs will be turned over to the Supervisor for the purpose of finalizing his report of the incident.

The **American Red Cross** is recognized as the agency responsible for providing shelter and care to persons immediately following a disaster. Local Red Cross Chapters can extend natural disaster relief assistance to individuals and families. The Red Cross can assume administrative

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Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

and financial responsibility in providing such assistance. The American Red Cross has been assigned this responsibility by the Congress of the United States of America. The Red Cross will, upon request via the Erie County Office of Disaster Preparedness, be alerted to the emergency. ES&S shall coordinate the activities of the American Red Cross and maintain an active list of the shelter locations.

Members of the **Town Board** shall notify the Supervisor's office of their status as soon as practicable during the emergency and operate out of the EOC, unless otherwise specified by the Town Supervisor. They shall act as an advisory council to the Town Supervisor. Their assistance will promote an effective operation. They shall fulfill the responsibilities as set forth by the Supervisor. They shall maintain liaison with the assigned duties, departments, and agencies.

The **Town Attorney** shall act as an advisory assistant to the Town Supervisor. He/She shall act in a capacity that is deemed necessary by the Town Supervisor to assure an effective operation of the EOC.

The **Town Clerk** may also operate out of the EOC and shall be responsible for the maintenance and availability of essential records, documents, and all other material required during an emergency for the continued functioning of town government.

School District representatives within the town shall direct the action relative to the care of students in school during an emergency. If feasible, a representative from each one of the school districts within the town may be assigned to operate out of the EOC. They shall work with their assigned Town Board Liaison.

The **Police Chief**, during a declared state of emergency along with support staff, shall (at the request of the Chief Executive Officer) provide all necessary materials and human resources to discharge the following responsibilities as defined in Article 2B.

1. The protection of life and property;
2. The establishment of ingress and egress control;
3. The regulation of commercial traffic and pedestrian travel;
4. The suppression of riots and disorders;
5. The investigation of accidents;
6. The identification of the deceased;
7. The enforcement of all laws, ordinances, emergency disaster regulations, curfews, etc.
8. The capture and detention of violators;
9. The coordination of activities with federal, state, and local government agencies.

The **Volunteer Fire Chiefs**, along with the members of their respective departments, will be responsible for the direction of all actions used to control or extinguish fires resulting from the emergency. They shall also be responsible for the extrication of trapped and injured persons from damaged buildings, flooded and snowbound areas, or areas that are isolated. The Fire Chief, through the Emergency Operations Center may call upon the assistance of the Erie County Fire Coordinator. This would allow for additional fire department resources to be deployed due to a statewide fire department mutual aid system already in place. The President

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Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

of the Amherst Fire Chiefs' Association shall act as the liaison to the town from all the fire departments.

The **Commissioner of Building** shall be responsible, along with his/her support staff, for all safety inspections of damaged homes and businesses before evacuees are allowed to reoccupy these structures. If professional technical experience is requested in doing these surveys, this request must be made to the Town Supervisor at the time the request is needed. The Commissioner of Building, along with the assistance of the Town Assessor and Town Attorney, shall head the Damage Assessment Team concerning any and all structures in the town and shall coordinate the damage assessment process. The Building Maintenance shall provide all necessary support to the operation of the EOC as requested.

The **Superintendent of Highways** and the **Town Engineer**, along with their support staff, together will be responsible for the maintenance of the streets, bridges, and all official cars, trucks, and equipment as directed. They will direct all actions to check, restore, and maintain essential public facilities and services. The Superintendent of Highways may call upon the Erie County Department of Public Works to invoke the Mutual Aid Plan of the public works and engineering services within Erie County. The Superintendent of Highways, along with the Town Engineer, shall work in conjunction with the utility companies serving the TOA.

The **Department of Information Technology** shall assure that all computer operations function and the data contained within is not lost or destroyed. They shall also assist with all computer operations as part of their normal operations.

Center for Senior Services operates the Amherst Senior Center which is used as a shelter location. They also work in conjunction with Erie County Senior Services to reach out to affected seniors.

All other department heads shall contact the EOC at the beginning of the operation and offer their assistance along with the individuals assigned to their departments. They may be requested to assist another town department in the recovery from the disaster emergency. They shall be responsible to contact the members of their departments to evaluate their status and report this information back to the Town Supervisor or his designee

Disaster Response Team

The Disaster Response Team shall include, but not be limited to, the following individuals:

- Director of Emergency Services or his/her designee.
- Police Chief or his/her designee.
- Town Attorney or his/her designee.
- Highway Superintendent or his/her designee.
- Town Engineer or his/her designee.
- Fire Chiefs, as affected by the emergency situation.

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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The primary responsibility of the Disaster Response Team is to evaluate the extent of the emergency and make recommendations to the Town Supervisor as to the need to declare a formal disaster.

This information may be obtained on a first-hand basis or by having an assigned individual from each department make a recommendation to the department's supervisor.

After each department has received its information, the Disaster Response Team will meet at the EOC or virtually and be ready to make a formal recommendation to the Town Supervisor.

With the information that will be provided to the Town Supervisor and his/her advisory council, they will then be able to make an informed decision as to the need for a formal "DECLARATION OF DISASTER, "STATE OF EMERGENCY."

Operations during a Declared Disaster

1. Upon notification by initial response units (highway, police and fire) of a possible emergency/disaster situation, the Director of Emergency Services or his/her designee, after his/her immediate appraisal, will alert the Town of Amherst Supervisor. The emergency notification list shall then be initiated by the Director of Emergency Services or his/her designee.

2. Initial response units will establish a command post in the general vicinity of the emergency (only if the emergency dictates this type of response procedure). Initially, this may be only a police car or a fire department vehicle.

3. The Town Supervisor may go to the command post to assess the situation, or he/she may, with the information that has been provided, activate the EOC.

3a) The Director of Emergency Services shall request that a meeting be held where all local fire chiefs, the police chief or his/her designee, and pertinent department heads shall discuss the beginning course of action to be taken to mitigate the issues associated with the disaster emergency.

4. After the Director of Emergency Services has notified the Town Supervisor, he/she will notify the Erie County Commissioner of Emergency Services at 898-3696 (MERS Control) apprising him of the situation affecting the Town of Amherst (See Flash Situation Report).

5. After assessing the situation, the Town Supervisor may request additional support. The Director of Emergency Services or his/her designee will make the necessary notifications as directed by the Supervisor. As deemed necessary, appropriate personnel from town departments will staff the EOC and other designated officials may be assigned to the command post.

6. Once the Supervisor institutes a formal Declaration of Disaster and declares a "State of Emergency" he/she shall, pursuant to the mandates of Article 2B, make all necessary decisions and shall issue all necessary directives, during the course of the disaster, on

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Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

matters pertaining to the coordination of disaster relief measures. He/she shall also discharge responsibilities to all department heads as dictated by the disaster emergency. Consequently, all warnings, directives, information, etc., shall be forwarded to the individual departments through the EOC. Information will be circulated to these departments through the use of e-mail, telephone, IamResponding, radio system, or any other communication platforms being utilized. If the communication systems are inoperative they shall utilize the services of the Erie County Ham Radio Operators, R.A.C.E.S., or a messenger service (using town employees and town vehicles). This messenger service will only be utilized if the situation is safe for the passage of town personnel and town vehicles.

7. The EOC shall be notified of all changes in the status of the emergency by all department heads operating in response to the emergency. The EOC staff will make sure that the Supervisor and their Advisory Council (Town Councilmember and Town Attorney(s)) are notified of all changes in the status of the emergency.

8. Additional staff may be necessary at the EOC such as clerks, typists, additional maintenance personnel etc. The Supervisor or the Director of the EOC must approve additional assistance before they are notified.

9. If additional town employees are required at the scene of the incident prior approval must be obtained from the EOC. Police, fire, and E.M.S. personnel are exempt from this requirement.

10. The EOC may publish additional telephone numbers to be answered in the EOC for the public to make requests for information as soon as practicable during the emergency. All requests for emergency assistance shall be immediately directed to the police or fire dispatch centers for action. This will alleviate the overabundance of non-emergency requests for information that has inundated these dispatch centers in the past.

Declaration of a Disaster

For the purposes of this plan, ***Disaster*** is defined as:
Any specific incident caused by accident, malice, an act of war, forces of nature, or any type of specific incident that would result in serious harm to the safety, health, and welfare of a number of people, not specified, within the territorial limits of the Town of Amherst. Also, any specific incident, natural or technological, that would result in widespread damage or destruction to structures and property within the territorial limits of the Town of Amherst.

Once the Town Supervisor, with the advice and counsel from the Director of Emergency Services, Chief of Police, Superintendent of Highways and Town Engineer, all in consultation with the Town Attorney, is informed that public safety is imperiled, the Town Supervisor is authorized by Article 2B of the New York State Executive Law to proclaim a "State of Emergency" in any part or all of the territorial limits within the Town of Amherst. Following the proclamation of an emergency the Town Supervisor shall issue any orders or directives, where required, to protect life and property or to mitigate the destructive impact of a disaster. Section 24 of Article 2B provides for the Town Supervisor to issue orders providing for but not limited to:

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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- The imposition of curfews;
- The prohibition and control of pedestrian and vehicular traffic throughout the territorial limits of the Town;
- The closing or restricted use of places of amusement and assembly (bar rooms, casinos, etc.);
- The designation of certain areas of the town as unsafe for occupancy or passage;
- The suspension or limitation of the sale, use, or transportation of alcoholic beverages, firearms, explosives, flammable liquids, and materials;
- The suspension of local laws, ordinances or regulations, subject to any constitutional and statutory limitations, as set forth in Section 24, sub-section (f) of Article 2B of the New York State Executive Law.

Emergency Notification List

The Department of Emergency Services & Safety, whenever possible, utilizes a mass notification system to notify all necessary personnel of the situation and any pertinent information. This system will be maintained regularly by the Department of Emergency Services and Safety. If this system is unavailable, personnel will be notified via phone and/or email.

Phone notification workflow

Town Supervisor shall notify the following:

- All Town Board members
- Town Attorney, who shall also notify the Town of Amherst Town Court Administrator

Director of Emergency Services shall notify the following applicable Department Heads:

- Superintendent of Highways
- Supervising Fire Dispatcher
- Chief of Police
- Erie County Emergency Services
- Facilities Department
- Director of Youth and Recreation Dept.
- Senior Services
- Town Engineer ⇒ to notify Plant #16
- Planning Director
- Commissioner of Building
- Comptroller
- Director of Human Resources
- Director of Information Technology
- Town Assessor
- Town Clerk
- Director of Public Library

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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Evacuation and Sheltering

Prior to or in response to disaster, residents may be directed to evacuate their homes or businesses to avoid potentially life-threatening conditions. The need to evacuate may be initiated at the village, town, or county level. Evacuated individuals can seek refuge at motels/hotels or with friends and family outside of the evacuation area. They can also seek refuge at a general shelter operated by the TOA or The American Red Cross if they have been opened. The Town of Amherst Primary Shelter is located at the Amherst Senior Center at 370 John James Audubon Parkway, Amherst, NY 14228, the Williamsville Youth Center located at 5005 Sheridan Drive, Williamsville NY 14221 or such additional locations as the Twon shall own and/or have available in the future. A list of American Red Cross Shelters may be provided by the American Red Cross. Additionally, residents may be directed to shelter in place if evacuation is unnecessary or unfeasible.

Emergency Operations Center

The Town of Amherst Department of Emergency Services and Safety has selected three locations to function as an Emergency Operations Center. These locations have been selected based on functional use and abilities such as Back-up power, Internet and Phone Systems and location.

Primary Emergency Operations Center

Amherst Police and Community Training Center
4220 Bailey Avenue
Amherst, NY 14226

Secondary Emergency Operations Center

Amherst Police Headquarters
500 John James Audubon Parkway
Amherst, NY 14228

Tertiary Emergency Operations Center

Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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Recovery

Damage Assessment

The responsibility of damage assessment lies with the local jurisdictions where the damage was experienced. Amherst Emergency Services is responsible for coordination and damage assessment activities during emergency situations. The county is responsible for assessing all damage to county infrastructure, property, and coordination and aiding the local jurisdictions in their own damage assessment programs. Additional responsibilities of the director with regard to damage assessment include:

- Requesting assistance from the other town departments, the county, and outside response agencies to participate in the damage assessment program;
- Identifying non-governmental groups such as non-profit organizations, trade organizations, and professional people that could provide assistance;
- Establishing partnerships and making memorandum of understanding between local government and private organizations for technical support and recording the use of non-governmental personnel to perform damage assessment functions;
- Reviewing procedures and forms for reporting damage to higher levels of government;
- Determining, with the assistance from the county, the types of available damage assessment assistance and procedures for obtaining assistance;
- Arranging for training selected personnel in damage assessment survey techniques;
- Reviewing and summarizing completed damage assessment reports for submission to the town executive;
- Preparing applications to higher levels of government.

Damage Assessment Team

1. Damage assessment is defined, for the purposes of this plan, as the process of gathering information regarding the nature, severity, and location of the damage that has resulted from a disaster emergency. Damage assessment is also the process of determining the actions necessary to properly respond to the resulting conditions.

2. For the purposes of this plan, definitions or clarifications on structural and building components shall be found in the New York State Fire Prevention and Building Code, Part 606, section 606.3.

3. The Commissioner of Building shall assure that all damaged structures, along with any other structures, public or private, that he/she feels warrant a safety inspection, are inspected.

4. The Town Assessor shall be responsible for setting an estimated damage figure on structural damage. The Town Assessor shall assist the Commissioner of Building in heading the Damage Assessment Team.

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5. The Superintendent of Highways along with the Town Engineer shall be responsible for the damage assessment of all roadways, bridges, and municipally owned foliage.

6. After doing the initial structural inspection, the structure shall be rated and posted, designating the structure stability, by utilizing one of the forms designed for damage assessment.

7. All damage shall be reported to the EOC for proper documentation and potential reimbursement. These forms are described below and the forms are attached to this plan.

UNSAFE--DO NOT ENTER
(This is a RED color card)

LIMITED ENTRY--OFF LIMITS TO UNAUTHORIZED PERSONNEL
(This is a YELLOW color card)

INSPECTED--NO RESTRICTIONS ON USE OR OCCUPANCY
(This is a GREEN color card)

A rapid assessment form has been designed to assist with the designating of the structure stability. This is called the RAPID EVALUATION SAFETY ASSESSMENT FORM. This form is to be returned to the Commissioner of Building or his/her designee to schedule a more detailed re-inspection if he/she deems one is necessary. If a re-inspection is deemed necessary, the DETAILED EVALUATION SAFETY ASSESSMENT FORM shall be utilized.

If technical assistance is required before determining the stability of a structure the structure shall be posted with an UNSAFE - RED CARD unless otherwise directed by the Commissioner of Building.

Establishing an early estimate on damage is imperative when requesting additional assistance from upper levels of government. All damage assessment forms will be made available by the Emergency Operations Center

Request for Recovery Assistance

It is essential that, from the outset of the initiation of emergency response actions, Town of Amherst response personnel keep detailed records of expenditures for:

- Emergency labor;
- Use of government-owned equipment;
- Use of borrowed or rented equipment;
- Use of materials from existing stock; and
- Contracted services for emergency response.

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- List any time periods during which Town Employees provided services in response to the Disaster, beyond their normal course of employment.
- Damages caused to Town owned property.

These expenditure records will be required in the future by state and federal auditors as supporting documentation to qualify for state and/or federal reimbursement.

Planning for Recovery

Recovery includes community development and redevelopment. Community development is based on a comprehensive development plan prepared under the direction of local planning departments and boards. Comprehensive community development plans are officially adopted by local government as the official policy for development of the community. Localities with public and political support for land use planning and the corresponding plan implementation tools (zoning ordinances, subdivision regulations, building codes, and design guidelines) can use these tools successfully for pre-disaster prevention and mitigation. Local government decides whether the recovery will be managed through existing organizations with planning and coordination skills or by a recovery task force created exclusively for this purpose.

If created, the recovery task force will:

- Direct the recovery with the assistance of town departments and agencies, outside agencies and the Director of Emergency Services or his/her designee; and
- Prepare a local recovery and redevelopment plan if deemed necessary.

Redevelopment Plan

The recovery and redevelopment plan shall include, but need not be limited to proposals for:

- Replacement, reconstruction, removal, or relocation of damaged or destroyed public facilities and infrastructures;
- Establishment of priorities for emergency repairs to community facilities, buildings, and infrastructures;
- Implementation of economic recovery and community development activities; and
- Adoption of new or amended zoning ordinances, subdivision regulations, building and sanitary codes, and other land use management regulations as appropriate.

The recovery and redevelopment plan shall take into account and incorporate to the extent practical, relevant existing plans and policies. Prevention and mitigation measures should be incorporated into all recovery planning whenever possible such as:

- Engineering solutions to reduce vulnerability to certain disaster types;
- Land use management regulations; and
- Local ordinances to mitigate disasters from natural and man-made hazards.

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Responsibilities for recovery assigned to the local governments under the New York State Executive Law, Article 2B, depend on whether or not a gubernatorial disaster declaration was issued for a specific disaster. If the governor declares a state disaster then, under Section 28-A, local governments have the following responsibilities:

- Any county, city, town, or village included in a disaster area shall prepare a local recovery and redevelopment plan unless the legislative body of the municipality shall determine such a plan to be unnecessary or impractical;
- Within 15 days after the declaration of a state disaster, any county, city, town or village included in such disaster area shall report to the NYS Disaster Preparedness Commission (DPC) whether the preparation of a recovery and redevelopment plan has been commenced, and if not, the reasons for not preparing such a plan;
- Proposed plans shall be presented at a public hearing upon five days' notice as published in a newspaper of general circulation in the area affected and transmitted to the radio and television media for publication and broadcast;
- The local recovery and redevelopment plan shall be prepared within 45 days after the declaration of a state disaster and shall be transmitted to the DPC. The DPC shall provide its comments on the plan within 10 days after receiving such plan;
- A plan shall be adopted by such county, city, town, or village within 10 days after receiving the comments of the DPC; and
- The adopted plan may be amended at any time in the same manner as originally prepared. Once revised and adopted it shall be the official policy for recovery and redevelopment within the municipality.

Reconstruction

Reconstruction consists of two phases: Phase 1-short term reconstruction standards. Phase 2-long-term reconstruction and redevelopment. This may continue for years after a disaster and will implement the officially adopted plans, policies, and programs for redevelopment.

Long-term reconstruction and recovery includes activities such as:

- Scheduling planning for redevelopment;
- Analyzing existing state and federal programs to determine how they may be modified or applied to reconstruction;
- Conducting public meetings and hearings;
- Providing temporary housing and public facilities;
- Providing public assistance;
- Coordinating state and federal recovery assistance;
- Monitoring reconstruction progress; and
- Preparing periodic progress reports to be submitted to SEMO.

Reconstruction operations must conform to all existing state and federal laws and regulations concerning environmental impact. Reconstruction operations in and around designated historical sites must conform to existing state and FEMA guidelines.

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Public Information on Recovery Assistance

Amherst Emergency Services is responsible, through the Public Information Officer (PIO), for making arrangements with the broadcast media and press to obtain their cooperation in adequately reporting to the public on:

- What kind of emergency assistance is available to the public and private sector;
- Who provides the assistance;
- Who is eligible for the assistance;
- What kind of records are needed for documentation of items, which are damaged or destroyed by the disaster;
- What action to take to apply for assistance; and
- Where to apply for assistance.

All the above information will be prepared by Emergency Services and furnished through the PIO to the media for reporting to the public.

The Director of Amherst Emergency Services or his/her designee, in consultation with officials from higher levels of governments involved in the recovery, will select a suitable county, state, or federal building in the appropriate location to serve as a Disaster Assistance Center (DAC). The DAC will serve as a “one stop” center, where federal, state and county agency programs and private organizations will register disaster victims to apply for available assistance provided. Representatives of each agency will interview disaster victims. Assistance will be provided at the DAC to complete application forms.

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Annexes

A. Public Information
B. Public Warning and Notification
C. Evacuation
D. Access and Functional Needs
E. Animal Evacuation/Sheltering
F. Debris Management
G. MCI (Mass Casualty Incident)
H. HAZMAT (Hazardous Materials)

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A. Public Information

Information Releases to the Media

It is imperative that the public is kept informed of the developments during a disaster declaration. Therefore; information must be disseminated to the public as soon as possible.

Initially, a Police Department Supervisor, in consultation with the Town Supervisor and Town Attorney shall act as the representative from the Town of Amherst to keep the media apprised of the information regarding the incident. As the incident progresses, this responsibility will transition to the designated PIO. Factual information (casualties, damages, and locations) that shall be given out shall be cleared through the Town Supervisor before it is released. This will prevent conflicts and inaccuracies.

It shall be the responsibility of the Town Supervisor to assign an Information Clerk and Public Information Officer (PIO) in the EOC for the purpose of keeping records of the following;

The PIO, with the assistance of the Information Clerk, shall be responsible for the following:

1. Notification of press personnel as to the location of the press area. Press agencies to be notified shall include, but are not limited to, television stations, radio stations, and newspapers. A list of these agencies can be found on the next page.

2. To keep a log of the events that is a chronological listing of all actions taken by the PIO. This shall include, but is not limited to:

   - All information received and from whom,
   - All information that was released to the press and to whom the information was given,
   - Names of all press agencies and persons contacted,
   - Names of all of the press agencies and individuals who are admitted into the press area,
   - Casualty lists and (if possible) the medical status of victims, not specific to the types of injuries,
   - The locations of people receiving medical treatment.
   - This log shall also contain the times and dates of all of these occurrences.

3. The PIO shall disseminate all media releases to local outlets. The Department of Emergency Services and Safety will maintain a list of Public Information Networks.

Below are some guidelines to follow when speaking with the media.

The media will report some type of story. It is better that the correct version is reported rather than speculation. Do not ignore media personnel; they have a job to do. Utilize them to your advantage.

1. Assign a calm and knowledgeable spokesperson to interact with the media.

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2. Gather facts, the public should receive factual information even if it is bad news.

3. Do not be afraid to talk to the media. Provide to them information from a written statement only. This will relax you so you will not have to remember everything that you should tell them.

4. Rehearse what you will say to the media.

5. Talk in simple terms not technical.

6. Be direct, the media and public are smarter than you think.

7. Consider making statements such as:

   "We are taking precautions"
   "It is in your best interest"
   "In some cases ...
   "It is possible that…"
   "It is believed that..."

8. You do not have to answer all of their questions. If you are not sure, tell them so. Do not fabricate answers without the facts to back up that answer.

9. Having good news is certainly a plus.

10. Consider providing the news media with access to the site if it can be done safely and without a disturbance.

11. Inform the media of when a press release will be given and make sure you keep that appointment.

12. All information shall be disseminated with consideration for the functional needs and disabilities population.

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B. Public Warning and Notification

The Town of Amherst has several different ways to alert the public in an emergency for the purpose of evacuation. Listed below are the methods that will be followed for notifying the public of evacuation procedures. All warnings that will be issued will come from the Media Relations Officer, as approved by the Town Supervisor.

1. The Town of Amherst utilizes Erie County Department of Homeland Security and Emergency Services for reverse 911 notifications to be made through phone systems. For any requests, MERS shall be contacted at 716-898-3696.

2. Police and Fire Department vehicles will patrol in the areas determined to be in need of evacuation, if safe, to provide the necessary directions and information using their loudspeakers and public address systems. The town functional needs database may be referenced to make sure residents with functional needs are properly notified and or assisted (see functional needs plan annex)

3. In addition to patrolling the streets, police and fire personnel may conduct door-to-door notification. This procedure will only be followed if the Incident Commander has determined that the area is safe for pedestrian travel.

3. Announcements to be released to the media and will be specific as to the routes to take and to where to evacuate. The Media Relations Officer will make these announcements to the media.

4. We shall also utilize the New York Alert Notification System available through Erie County MERS Control 898-3696.

5. A timely message shall also be made on the Amherst Emergency Services Facebook page. This message shall be released in cooperation with other town departments (e.g. Amherst Police).

6. Amherst Emergency Services will also request updated information on the Town of Amherst Website.

Public Warnings Information

- A description of the emergency situation.
- The specific actions that should be taken by residents.
- How additional information for assistance can be obtained.

Annex C has specific information regarding

- What to take with you.
- What not to take with you.
- What to do before you leave for the emergency evacuation.

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NOTE: Protective measures for a hazardous material release may differ from this plan. For procedures to follow for a hazardous material release, see the Hazardous Materials Response Annex to this plan.

All news releases shall be forwarded to all local television and radio stations along with all local newspapers.

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C. Evacuation Procedure

Pre-Evacuation Checklist

- Pack useful clothing and bedding, sleeping bags, blankets, air mattresses.
- Drinkable water, food, utensils, especially food requiring little preparation, can opener, matches.
- Safety, sanitation, and medical supplies. Include a flashlight and a battery operated radio with extra batteries.
- Baby supplies, diapers, food, clothing, etc.
- Important papers including deeds to property, insurance policies, credit cards, and currency.
- Prescription medication prescribed by a medical doctor
- Check your home for security; see that locks are secure; store valuables left behind (jewelry, silverware, etc.) in a safe place.

What Not To Pack

- Firearms
- Narcotics (non-prescription)
- Alcoholic beverages

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D. People with Access and Functional Needs

Purpose

This annex applies to sheltering individuals with functional needs and disabilities during the response and initial recovery phases of a disaster. It provides general guidance for emergency managers and community and organizational decision-makers who are required to create and maintain safe, secure shelter facilities for their residents in an emergency.

Scope

Persons with functional needs and disabilities are among the most vulnerable during a disaster. They often require unique and specialized care, not needed by the general population. However, it is recognized that individuals with disabilities do not all require the same assistance and do not all have the same needs. These individuals are most knowledgeable about their own needs. This population includes but is not limited to individuals that:

- Use manual or motorized wheelchairs, crutches, canes or walkers.
- Are blind or have vision impairments.
- Are deaf or have trouble hearing.
- Have emotional (mental) or intellectual impairments.
- Have medical conditions such as allergies, epilepsy or asthma.
- Have difficulty communicating in English.
- Are frail.
- Have a number of other conditions or combinations of conditions needing assistance.
- Residents with short or long term health conditions which require medical supervision or assistance with activities of daily living but do not require hospital or nursing home care.
- Persons with infectious disease who require precautions, isolation or quarantine.
- Persons that need assistance with activities of daily living (ADL) from personal care aides.

Concept of Operations

When the need to shelter individuals with functional needs arises from a disaster situation, all efforts will be made to integrate these individuals into the general shelters in accordance with the Americans with Disabilities Act. Upon the need to shelter individuals at different types of shelters, Amherst Emergency Services will notify Erie County Emergency Services that assistance is needed. The TOA will work in cooperation with Erie County and in accordance with the Erie County Comprehensive Emergency Management Plan. Erie County maintains a Special Needs Sheltering Task Force whose mission is to serve as a secondary or auxiliary resource to all municipalities in the provision of emergency shelter services to residents whose needs may not be met in general shelters. Erie County will be notified of the need to shelter individuals with functional needs and disabilities. Functional needs shelters may be co-located with an American Red Cross Shelter, or another general shelter run by another organization. Sheltering individuals in specialized shelters is outside the capabilities of the TOA and will be handled by the Erie County Special Needs Sheltering Task Force.

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Functional needs shelters are meant only as a safe refuge immediately before and after an emergency situation for individuals who cannot be safely sustained within a general shelter. After the emergency has passed, those evacuees able to safely return to their previous living situation will be directed to do so. For those who cannot return, the Erie County Special Needs Sheltering Task Force will assist local governments in identifying long-term shelter options. This population may have more complex needs that must be taken into consideration as options are explored. All efforts must be made to move the process along as quickly as possible from awareness, to sheltering, and then to returning individuals to stable and appropriate living arrangements in the community.

Sheltering people with functional needs during a disaster entails a higher level of planning in order to address the numerous situations that will arise when compared with the use of general population shelters, however, it is understood that many of these individuals are fully capable of providing for themselves just like everyone else, and others will require assistance at varying degrees.

Shelter Levels

- Local Shelter
- Erie County CEMP Designation (Level 1, Level 2, Level 3and Level 4)

Recognizing that each disaster is unique and that not every response will need to include all levels of sheltering, Erie County's overall operations planning will include four levels of shelters:

- Level 1 – General Population Shelter
- Level 2 – Special Needs Population Shelter
- Level 3 – Special Needs Population Medical Shelter
- Level 4 – In-resident Population Shelter

The Erie County CEMP addresses the planning considerations for shelter Levels 1, 2 and 3. It is not within the scope of this annex to address Level 4-In-Resident Facilities.

Level 1: General Population Shelters

A general population shelter will include persons of all ages and is staffed and equipped to house those not requiring special care or services for eating, sleeping, recreation, daily basic hygiene and personal care, medical conditions, or emotional impairments.

Level 2: Functional Needs Shelter

A shelter for those requiring assistance with simple activities of daily living (ADL) or medical/mental health conditions requiring minimal medical/mental health management or interventions, including assessment, medications, and treatment assistance. This includes persons who require assistance with mobility, feeding, and other self-care needs. Persons with hearing and/or vision impairments or who require interpreters or guides are also included in this category. These individuals may require assistance with 25 to 50% of their activities of daily living (ADL).

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Level 3: Functional Needs Medical Shelter

This shelter is for those individuals who have more intensive needs but who do not meet the criteria for hospital admission. This includes those who are not self-sufficient with assistance or who require complex care, such as dressing changes, catheters, etc. These individuals may need assistance with 50 to 100% of their ADL.

*A number of special groups in institutions, such as hospitalized intensive care patients that cannot be moved, may have to remain in the hazard area and receive special in-place care and protection. *

Functional Needs Population Monitoring

The Town of Amherst works in conjunction with Erie County to identify persons with functional needs and disabilities through the use of a voluntary registry. TOA residents with functional needs and/or disabilities can register through the town or county website. Functional needs information will be entered into the Disaster Lan database which is used county wide for collaboration and coordination of information and resources.

Evacuation and Notification

The Town of Amherst uses several forms of notification to alert and notify residents of hazard and disaster conditions. The combination of methods identified in the Public Warning and Notification Annex provide notifications that can be received and understood by individuals with sensory disabilities. This includes use of the New York Alert System, traditional media, social media, and door-to-door notification if necessary and deemed safe and appropriate by the Incident Commander.

- Response to disaster shall address the evacuation needs of people who have mobility disabilities, people who are blind or have low vision, people who are deaf or hard of hearing, people with cognitive and psychiatric disabilities, people with disabilities who use service animals, and other people with disabilities who reside in or visit your community who may need evacuation assistance.

- Individuals with functional needs and disabilities can call 911 when they need to evacuate due to a disaster.

- Individuals with functional needs and disabilities shall be evacuated and transported to shelters together with their families.

- The functional needs database will be referenced to make sure residents with functional needs are properly notified and/or assisted.

- Emergency Services has the responsibility to recommend response actions and will provide the police and fire departments with information from the database.

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Shelter Operations

- Staffing of shelters will be a multi-agency and multi-disciplinary collaboration of local, state, and federal assets.
- Shelters (both general population and functional needs) are dynamic environments and individuals may move between general and special needs shelters during a disaster.
- It is acknowledged that the functional needs shelter may be co-located with an American Red Cross Shelter, or a General Shelter run by another organization.
- It is also acknowledged that other task forces or collaborating units (such as Medical Assessment) may be mobilized and require cooperation and sharing of space, supplies and staff; and affect the triage, admission, operation, and discharge flow and process.
- Individuals that require assistance with Activities of Daily Living will not be turned away if their personal care aides are not with them. They will be assisted by shelter staff and/or volunteers that have been trained in serving people with functional needs in shelters.
- The general shelter has additional space to be used as low-stimulation "stress relief zones". These spaces will be given first to people with disabilities that have been aggravated by stress before other individuals.
- The general shelter is equipped with a natural gas backup generator.
- Medications that need to be refrigerated shall, to this extent practicable, be kept in shelter refrigerators and individuals will be given immediate access to these medications when needed. Similarly, should the shelter generator fail, medications will be kept in coolers with ice.
- Only those individuals who would require hospitalization under non-disaster conditions will be hospitalized.
- Only individuals who cannot be safely integrated and sustained in the general population shelter will be moved to alternate shelters. This includes only those individuals who are medically fragile.

Service Animals

Service animals are not considered pets and are not subject to pet restrictions. Individuals with service animals will not be turned away from any shelter locations and/or asked to separate from their animal during evacuation, transportation, or sheltering. Many are easily identified because they wear special harnesses, capes, vests, scarves, or patches. Others can be identified by the functions they perform for people whose disabilities can be readily observed. When none of these identifiers are present, shelter staff may ask only two questions to determine if an animal is a service animal: (1) "Do you need this animal because of a

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disability?" and (2) "What tasks or work has the animal been trained to perform?" If the answers to these questions reveal that the animal has been trained to work or perform tasks for a person with a disability, it qualifies as a service animal and must generally be allowed to accompany its owner anywhere other members of the public are allowed to go, including areas where food is served and most areas where medical care is provided. Questions about the nature or severity of a person's disability or ability to function may not be asked. It is also inappropriate to question a person's need for a service animal or to exclude a service animal on the grounds that shelter staff or volunteers can provide the assistance normally provided by the service animals. Questions regarding service animals shall be directed to the Town Attorney and/or Director of Human Resources for further direction. A shelter entrance/exit, other than the intake entrance, will be designated by the shelter manager and/or staff for use by service animals that need to be taken outside for relief to ensure ease of re-entry for handlers and their animals.

Training

Shelter managers, staff and volunteers shall, to the extent practicable, receive training in serving people with functional needs and disabilities. They will be trained, to the extent practicable, to make emergency management programs, services, and activities accessible to everyone, including people with disabilities. Amherst Emergency Services regularly collaborates with the Amherst Committee on Disabilities to continue a public-private partnership allowing the TOA to obtain updated information from the disability community. Specific to sheltering operations training will cover the following areas:

- Intake
- Way finding
- Activities of Daily Living
- Providing stress relief zones
- Providing accessible routes
- Storing and providing access to refrigerated medications
- Service animals

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E. Local Shelter Management Plan

Purpose

The Town of Amherst is committed to providing both emergency and non-Emergency shelters to residents in the event of a localized emergency or should a need arise. Both identifying shelter locations and support staff from within Town of Amherst departments, is vital to the shelter operation.

Scope

This plan covers all emergency and non-emergency conditions for which a shelter may be needed with the Town of Amherst. Details covered in this plan are shelter locations, staging locations for equipment, food supply, notification procedures, staff and operational guidance documents that will be needed during a shelter operation.

Shelter Types

Emergency

An Emergency Shelter is one where the underlying cause for the shelter is an unplanned event. (Ex. fire, acute weather event)

Any immediate life-threatening concerns should go through the 911 system immediately

Non-Emergency

A non-emergency shelter is when a potential need for a shelter forecasted, and proactive precautions are taken prior to the event taking place. (ex. Forecasted weather event)

Shelter Equipment Staging

The Town of Amherst Emergency Services and Safety Department has a supply of cots, blankets, and pillows in staging, located at the Harlem Road Community Center or such other location(s) that the Town shall designate in the future, that is ready to be deployed to a shelter location. Any additional supplies may be requested through the American Red Cross through Emergency Services and Safety.

Pre-Staging Equipment

Whenever possible, a proactive approach will be utilized by pre-staging equipment at a shelter to prevent any delays with operations. An evaluation and decision to pre-stage equipment will take place, as soon as reasonably practicable, ahead of the scheduled event. All departments listed under this policy will be involved with this decision-making process.

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Responsibility of Town Departments

The Town of Amherst Department of Emergency Services and Safety relies on partner agencies and departments to successfully provide Emergency and non-Emergency Shelter support to the public. During these events, it is crucial to have workflow pre-determined agreements in place to prevent any delay from opening a shelter. Whenever possible, early communication between all departments listed in this plan will, as soon as reasonably practicable, happen prior to a potential event. This will aid in workflow and transportation of vital resources, prior to any hazardous conditions.

Emergency Services and Safety

The Department of Emergency Services and Safety will be the primary department to coordinate shelter activities, reliant on partners departments to supplement staffing functions. The Department of Emergency Services will monitor hazardous weather notifications issued by the National Weather Service, and when necessary, activate all or parts of this plan. Activation of this plan will be a coordinated effort between the departments recognized below and the Town Supervisor. Any request for outside resources will be done through Emergency Services and Safety, and will be tracked accordingly. Continued briefings will take place to determine additional needs or changes that may be needed based on real time information.

Youth & Recreation

The Youth and Recreation Department and staff will be utilized to help manage the overall operation and provide staffing assistance at the shelter. When the decision to open a shelter is made, the Youth and Recreation Director will make contact with support staff to begin a scheduling process. This will aid in the continuity of the shelter operation.

Center for Senior Services

The Center for Senior Services will work in conjunction with the Youth and Recreation Department, and/or such other Department(s) as may be necessary to provide staff and assistance during shelter operations. Furthermore, the Center for Senior Services will, when available, provide frozen meals as the initial food source for the shelter. Transportation of these supplies will be coordinated with the Center for Senior Services Director and Facilities Department.

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Facilities

The Facilities Department will be the primary department to assist with pre-staging supplies, shelter set up, and ongoing maintenance. Ongoing maintenance may include snow removal, facilities maintenance, and employee transportation assistance during shelter activation.

Amherst Police Department

The Amherst Police Department will be the primary law enforcement agency responsible with shelter security. Whenever possible, a Police Officer will be on site to assist with the security of staff and shelter occupants.

Notification Procedure

The Town of Amherst Department of Emergency Services utilizes “IamResponding” for mass notification alerts. A list of shelter staff and managers will be maintained by Emergency Services. Upon making the decision to open a shelter, a notification will be sent out to shelter staff with pertinent details. It will be the responsibility of the shelter manager to coordinate staffing schedules after this notification takes place. When the need for a shelter is identified the following actions will be taken.

Non-Emergency Shelter

- Shelter location selected based on event
- An initial shelter manager will be identified
- Department of Emergency Services will send IamResponding message with pertinent information
- The Shelter Manager will begin scheduling staff based on need
- Facilities will assist in transporting supplies and equipment
- Emergency Services will contact outside agencies

Emergency Shelters

- Emergency Services will activate shelter plan either by phone or IamResponding
- Shelter location will be selected based on the event
- An initial Shelter Manager will be identified
- Emergency Services will send IamResponding message with pertinent to shelter staff
- Facilities staff will report and be assigned as needed
- As soon as practical, a shelter operations meeting will take place to discuss long term plans

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Structure Fires / Uninhabitable Residences

In situations where primary residences become uninhabitable due to fires or other types of emergencies, The Department of Emergency Services & Safety will act as a liaison between partner agencies to assist the residents.

Shelter Locations

Primary Shelter: Amherst Senior Center 370 John James Audubon Parkway, Getzville, NY 14068

Secondary Shelter: Williamsville Community Center 5005 Sheridan Drive, Amherst NY 14221

Cooling Center: Amherst Senior Center 370 John James Audubon Parkway, Getzville, NY 14068

***Additional community centers or shelter locations may be utilized in the event of an unforeseen circumstance

A Master List of Shelter Staff will be maintained by Amherst Emergency Services and Safety in collaboration with the following positions.

Contact List

Name	Department	Phone#	Function
Director	Youth & Rec	See Master List	Shelter Manager
Executive Director	Senior Services	See Master List	Shelter Manager
Program Coordinator	Senior Services	See Master List	General Staff

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F. Animal Evacuating / Sheltering

Purpose

When considerations are not made for companion animals some residents may choose not to evacuate and others may leave their pets behind and return prematurely to the disaster site to rescue them, endangering their own lives, the lives of first responders, and also putting a strain on available resources. Without a plan to address the needs of animals during a disaster, both human and animal lives are endangered.

Scope

This annex serves as a guide to assist with the evacuation and sheltering of animals and any other issues that may arise in times of disaster when animals are affected. This includes companion animals, farm animals, and wildlife.

Concept of Operations

The Town of Amherst will work in cooperation with Erie County and in accordance with the Erie County Comprehensive Emergency Management Plan - Annex on Animal Care. In the event that animal care is needed as a result of disaster conditions, Amherst Emergency Services will alert Erie County that assistance is needed.

Erie County Response

Amherst Emergency Services will request assistance from Erie County.

In accordance with the Erie County CEMP, the Erie County Department of Emergency Services will be responsible for appointing the appropriate staff, including an animal care manager and shelter managers, as well as notifying the SPCA, volunteers, and other appropriate organizations. The County plan has designated the following roles and responsibilities for animal care operations:

Erie County Department of Emergency Services (DES) - Overall emergency management, management of county resources, notifying evacuation officers of the plan for animals and the procedure for transporting animals to shelters.

D.E.S. Animal Care Manager - Communications to/from Emergency Services and the EOC, coordination of animal care, procurement of county resources for animal care, coordination of dispersion of animals to shelters.

Administrators of DES - Communication to/from Animal Care Manager with Resource Managers on-site with Animal and Resource Managers to assist them.

Animal Care Coordinators - Coordination of all resources for a specific animal population.

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SPCA Director - Coordination of use of SPCA facilities and resources, companion animal shelter coordinator if SPCA facilities are used.

City of Buffalo Animal Shelter - Rescue and capture, transportation assistance

Town Animal Control Officers - Rescue and capture, transportation assistance

County Wide Police/Fire - Technical Rescue

American Red Cross - Co-location human shelter

Volunteer Coordinator - Log and track volunteers and their skills

Volunteers - Act in a capacity to which they are capable, i.e. Business donations, veterinarian volunteers, transportation, clerical, and shelter assistance

Transportation Coordinator - coordinates all animal transports, delivery and volunteer coordination, logs transport usage

Communications Coordinator - Coordinates all communications, equipment procurement, volunteers, etc

Supply Coordinator - Collects needed supplies, identifies sources, log and distributes supplies

Volunteer Coordinator - Log and track volunteers and their skills

Sequence of Response Operations

1. The Commissioner of the Division of Disaster Preparedness and Homeland Security or his designee will appoint the Division of Emergency Management/Homeland Security to animal care management and make known the severity, scope, transportation/communication constraints and any needs associated with animals.
2. The Division of Emergency Management appoints the appropriate staff, then notifies the SPCA, the City of Buffalo Animal Shelter, and the Buffalo Zoo of the pending need and works in cooperation to establish appropriate animal care facilities.
3. The Division of Emergency Management/Homeland Security assesses the situation and works with the SPCA; notifying appropriate Resource Managers of potential resource needs and maintains an open line of communication.
4. Appointed Shelter Managers will provide assessments to the Division of Emergency Management/Homeland Security who will then procure as many of the needs as possible from the available resources.

B. Volunteers - Databases of available volunteers that are qualified to assist with pets and other animals during disasters will be maintained by the New York State Department of Health (NYSDOH) and are available to emergency managers or their designees in times of emergency. Within the Empire State Animal Response Team (ESART) Database,

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volunteers are categorized by their skills and will have the appropriate training necessary to be included in the database. All qualification assessments and continued training are maintained through the NYSDOH. Access to this database is available to county emergency managers, ESART, administrators, county emergency services and/or their designees. From that database, Erie County Department of Emergency Services will view the County Animal Response Team (C.A.R.T.) and issue alerts and notifications, as well as activate and deactivate volunteers from this database. A list of volunteers available to assist is also maintained by the SPCA.

C. Vaccinations - It is recommended that all mammals have a current rabies vaccination and any other pertinent vaccinations. In addition, a shelter admission form must be completed for all animals, with the exception of wildlife.

D. Euthanasia - A veterinarian will make the decision as to which animals must be euthanized. Staff safety is always the first consideration in this decision. During or after the disaster, animals in shelters will be assessed to determine if they must be euthanized. Stray and quarantined animals that have not completed their holding time prior to disaster are not legally owned by the shelter for purposes of euthanasia. However, seriously injured animals may be euthanized for humane reasons regardless of ownership. If a designated shelter is damaged in the disaster, animals will not be euthanized, but arrangements will be made to move them to another shelter. Quarantined animals that are euthanized must have specimens of brain tissue preserved, if possible, for rabies testing. If that is not possible, the bite victim must be notified to begin rabies post exposure treatment. Believed stray animals that are euthanized due to serious health and or behavioral issues should be photographed and documented indicating the animal's condition and reports detailing reason for euthanasia. After a hazardous material release, emergency management officials should consult with HAZMAT experts and veterinarians to determine the long-term residual effects of the chemical release on animals and the facility; the shelter may require decontamination. Veterinarians should be contacted to provide care to the affected animals and determine the need for euthanasia based on stated effects of the chemical.

E. Triage - Should a disaster require on-site emergency care, an incident commander will be appointed from the City of Buffalo Animal Shelter, the SPCA, or veterinarian community depending on the type of assistance required and the location of the disaster. Mobile care units from SPCA or City of Buffalo Animal Shelter will be used on-site. The Incident commander will communicate with the animal liaison at the EOC for distribution of appropriate resources.

F. Emergency Transportation of Companion Animals- Animal owners will be generally responsible for transporting their animals to the animal shelter where it is to be housed. In the event that an animal owner is unable to provide transport, services may be provided by the SPCA, Buffalo Shelter, and local Animal Control Officers at points designated by the Department of Emergency Services. That information should be communicated in a press release through the PIO.

G. Large Animal Transportation - Large animals will be transported through private means, or volunteers, arranged by owners of such animals.

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H. Shelters- Shelters will be identified and evaluated for appropriateness by an appointed Animal Care Manager, in conjunction with local animal care professionals and the SPCA. This decision will be based on the severity of the disaster, and scope of the pending evacuation mandate.

1. Companion Animals - Whenever possible, existing shelters will be utilized, as they currently have some of the resources and structure in place. Should additional shelters be needed, or one of the existing shelters be compromised, the appointed Animal Liaison will take the necessary steps to provide alternative sheltering. Sheltering from breeders, groomers, and veterinarians would be preferred if available. When possible, animals admitted to a shelter will be evaluated by a Veterinary Technician, preferably from the list of qualified volunteers, and the owner will be required to fill out an admission form and prove documentation of vaccination. Any vaccines that cannot be proven will be provided at the shelter when and where available. Each shelter will have a 24-hour manager on duty during the duration of the emergency.
2. Large Animals - Large animal shelters will be determined by the Animal Liaison based on need and severity of the disaster.
3. Wildlife - Wildlife shelters will be designated as needed and available.

I. Search and Rescue Procurement - Animal Search and Rescue will be provided by the SPCA, City of Buffalo Animal Shelter, and others deemed as (qualified) volunteers.

J. Companion Animals which are not claimed from shelters within seven days of the end of the state of emergency may be subject to boarding fees. Photographs of unclaimed pets will be taken and posted to the SPCA website. Animals can be surrendered to the SPCA any time after 48 hours. The SPCA will apply their usual policies in providing shelter. Large animals which are not claimed within 30 days will be disposed of through adoption or other means. Companion animal's carcasses will be incinerated by the SPCA or another incineration site willing to do so. If the volume makes this impractical, a backhoe will be procured and carcasses will be buried. Large animals and wildlife will be buried or taken to slaughter houses. The county, state, or federal DEC will designate the disposal of contaminated carcasses.

Disaster Planning Considerations for Residents

- Animal Shelters may require that all admitted animals are vaccinated for rabies. In accordance with state and local laws, remain compliant with vaccination requirements.
- Register your pets in compliance with state/local laws.
- Health and safety regulations do not permit the Red Cross to allow pets in disaster shelters. Service animals are allowed in Red Cross Shelters. Have a plan.
- Know a safe place to take your pet before disasters happen.
- Contact hotels and motels outside your local area to check their policies on accepting pets and restrictions on number, size and species. Ask if "no pet" policies can be waived in an emergency. Keep a list of "pet friendly" places, including phone numbers, with your disaster supplies.

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- Make a list of boarding facilities and veterinarians who could shelter animals in an emergency; include 24-hour phone numbers.
- Ask friends, relatives or others outside the affected area whether they could shelter your animals.
- The ASPCA recommends using a rescue sticker alert to let people know that pets are inside your home. Make sure it is visible to rescue workers, and that it includes the types and number of pets in your household and your veterinarian's phone number. If your pet has already been evacuated, be sure to remove the sticker or write EVACUATED across it.
- Keep your pet's essential supplies in sturdy containers that can be easily accessed and carried.
- Remember to remain prepared – The more prepared you are for disaster, the greater the possibility of survival for you, your family, and your pet.

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G. Debris Removal Plan

Purpose

The Debris Removal Plan is designed to be used as a guide establishing an operating procedure to follow for each event. While all contingencies cannot be accounted for, the following process will be implemented based upon each incident.

Chain of Command

The disaster chain of command for debris removal will be:

Town Supervisor
Director of Emergency Services and Safety
Town Engineer
Town Highway Superintendent
Senior Refuse Officer
Chief of Police
Building Commissioner

Condition

Disaster relief will be incident driven. The incident may take the form of an ice or snow emergency, wind storm, flood, or a man-made incident effecting the town or part of the town. Anytime a State of Emergency is declared and there is disruption of normal town activities, certain portions of the Debris Removal Plan may need to be activated.

Task

Removal of debris and trash will be completed as soon as possible after the initial incident occurs. Prior to removal of the declaration, a complete assessment will be conducted to determine the extent of the damage and the volume of the material to be removed. Efforts must be made to remove contaminated material and to dispose of it as soon as possible. This will prevent the spreading of disease and control the rodent situation. Special attention will be given to the condition of the roadways to ensure that emergency services can be provided. This will require certain events based upon the size of the incident and how much of the town is affected.

Localized flooding of neighborhoods

This can be accomplished through normal collection cycles. The Office of Refuse will monitor the volume of material and to the extent of the area affected to determine the amount of equipment need to remove the material as soon as possible.

1. Large area flooding covering large portions of the town. This will require a coordinated effort between the private contractor and the town to ensure that this material is removed

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as soon as possible. Large volume collection may require use of all town grappling trucks, dump trailers, front end loaders and additional equipment from the private contractor to remove and dispose of the material as soon as possible.

2. All contaminated material will be removed and disposed at an appropriate facility. In addition, the Temporary Transfer Area at the Highway Department may be used to unload material to get the trucks back on the road collecting material. The town will ensure this material will be disposed of properly. At no time will any contaminated material remain at the Highway Department for longer than 24 hours before removal and disposal.
3. Excessive volumes of material will be managed and handled by the towns contracted disposal company.
4. Wind/ice storm tree debris removal. Based upon the volume of the damage, and the affected area will determine what course of action will be followed. Initial assessment will require removal of tree debris to open roadways for emergency access. Large amounts of trees and brush may require the use of certain areas of the town for temporary storage. This will establish initial opening of the town. Consultation with the Office of Refuse is extremely important during the assessment phase to determine storage capacity of the facility.
5. Town-owned properties will be utilized first. If needed, additional parking lots may be used depending on the volume and extent of the damage. The following areas have been designated as temporary storage areas in the town:

    - Amherst Highway Department, 1042 N. Forest Road
    - Billy Wilson Park, Hopkins Road
    - Harlem Road Community Center parking lot
    - North Amherst Recreation Center parking lot
    - Buffalo Niagara Heritage Village parking lot on New Road
    - Dellwood playground, Dellwood Road

6. A complete inventory will be kept of all available equipment. This includes all Highway and Engineering Department equipment.
7. The Contracted Compost Facility will be notified as far in advance as possible to prepare for large volumes of material. Adequate spare parts should be on hand at all times to limit down time for repairs.
8. Preferred options of material removal include (in order of preference):
   A. Amherst Highway and Engineering Departments
   B. Neighboring municipalities (Per Erie County Highway Superintendent's MOU)
   C. Private hauling contractors
9. In order to move material, storage locations for finished material must be found. A list of preferred outlets includes, but is not limited to:
    - Nature view Park (for trail maintenance)
    - New Road dump site
    - Former Nike Base (launch area), 4355 Millersport Highway
    - Erie County Department of Public Works
    - City of Lockport Wastewater Treatment Plant Sludge Compost Facility
    - NYSDOT
    - Private contractors

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*The exact type of debris and type of incident will dictate if the locations mentioned in this plan are appropriate. The Amherst Highway Office of Refuse Control will assess debris and determine the appropriate storage site.

Standard

The intent is to return the town to a state of normal operation as soon as possible. This will be accomplished with respect to the health, welfare and safety of the residents and the individuals involved in returning the TOA to a normal status. Extreme care must be taken to limit damage, maintain law and order and prevent the spread of disease.

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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H. Mass Casualty Incident Response Plan

The Town of Amherst will utilize the Incident Command System to coordinate resources at a Mass Casualty Incident. The Amherst Police will assume all Law Enforcement responsibilities. The Local Fire Chiefs shall assume all Fire & EMS responsibilities, as detailed in the Pre-Hospital Emergency Medical Service Contract relative to the command and control of any mass casualty incidents. The designation and assignment of positions within the Incident Command System shall be made by Unified Command.

Purpose

This plan has been established to assist with the unified response and coordination of resources in response to mass casualty incidents. This local plan is designed to dovetail into the Erie County MCI Plan. This plan is only a guide to be used to maintain continuity for all emergency response agencies. This plan uses a collaborative planning process to provide a concept of operations.

Scope

This plan is intended to be an "all-hazards" plan that applies to MCI's that may occur within the Town of Amherst and ties directly in to the Erie County Comprehensive Emergency Management Plan as needed.

- Describe a concept for operations at a Mass Casualty Incident
- Identify agency responsibilities
- Identify procedures to ensure coordination between multiple agencies
- Provide guidance for training and exercise
- Describe concept for Incident Command/Unified Command

This plan may be used for operational guidance as well as a reference material for pre-incident planning purposes.

Definitions

MCI: Mass Casualty Incident
IC: Incident Commander
UC: Unified Command
OIC: Officer in Charge
CP: Command Post
ALS: Advanced Life Support
BLS: Basic Life Support
Patient: Victim of incident that requires treatment or transport to a Hospital
CLASS #1 MCI: 3 Priority 1 or "Red" Patients or 10 Patients in total
CLASS #2 MCI: 4 to 8 Priority 1 or "Red" Patients or > 10 total Patients
CLASS #3 MCI: 9+ Priority 1 or "Red" Patients or > 20 Total Patients

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Responsibility of Agencies

Amherst Police Department: To perform all Law Enforcement function at the emergency scene and participate in Unified Command to support Fire and EMS functions as needed.

Amherst Emergency Services and Safety: Assist all agencies with resource coordination; update Local Officials as needed, and assist with Unified Command.

Local Fire Department: Participate in the Unified Command Structure and coordinate Fire and EMS operations at the scene.

Contracted Ambulance Service: Participate in Unified Command Structure and provide Pre-Hospital Care and Emergency Medical Transport Services for the incident.

Response

It is the responsibility of participating response agencies to establish a Unified Command Structure and fill all Incident Command System roles necessary to manage the incident. These roles will be determined by the level of severity of the incident. A collaborative effort will be made between all agencies on scene to command and coordinate resources on scene. The Town of Amherst Fire Chiefs has designated the following minimum level of resources to be requested from a Fire & EMS perspective. It is to be determined by local FD OIC to determine the level of Fire Department Response.

CLASS #1 MCI:

- 3 ALS Ambulances and 1 Paramedic Supervisor
- *Notification to Amherst Emergency Services

*Notification to Amherst Emergency Services will serve as a situational awareness update, and may not necessarily require a response.

CLASS #2 MCI:

- 5 ALS Ambulances and 2 BLS Ambulances
- 2 Paramedic Supervisors
- Amherst Emergency Services
- Erie County Department of Homeland Security and Emergency Services
- UBMD Physician Response Team

CLASS #3 MCI:

- Resources as needed at request of OIC
- Activation of Erie County EMS Mutual Aid Plan

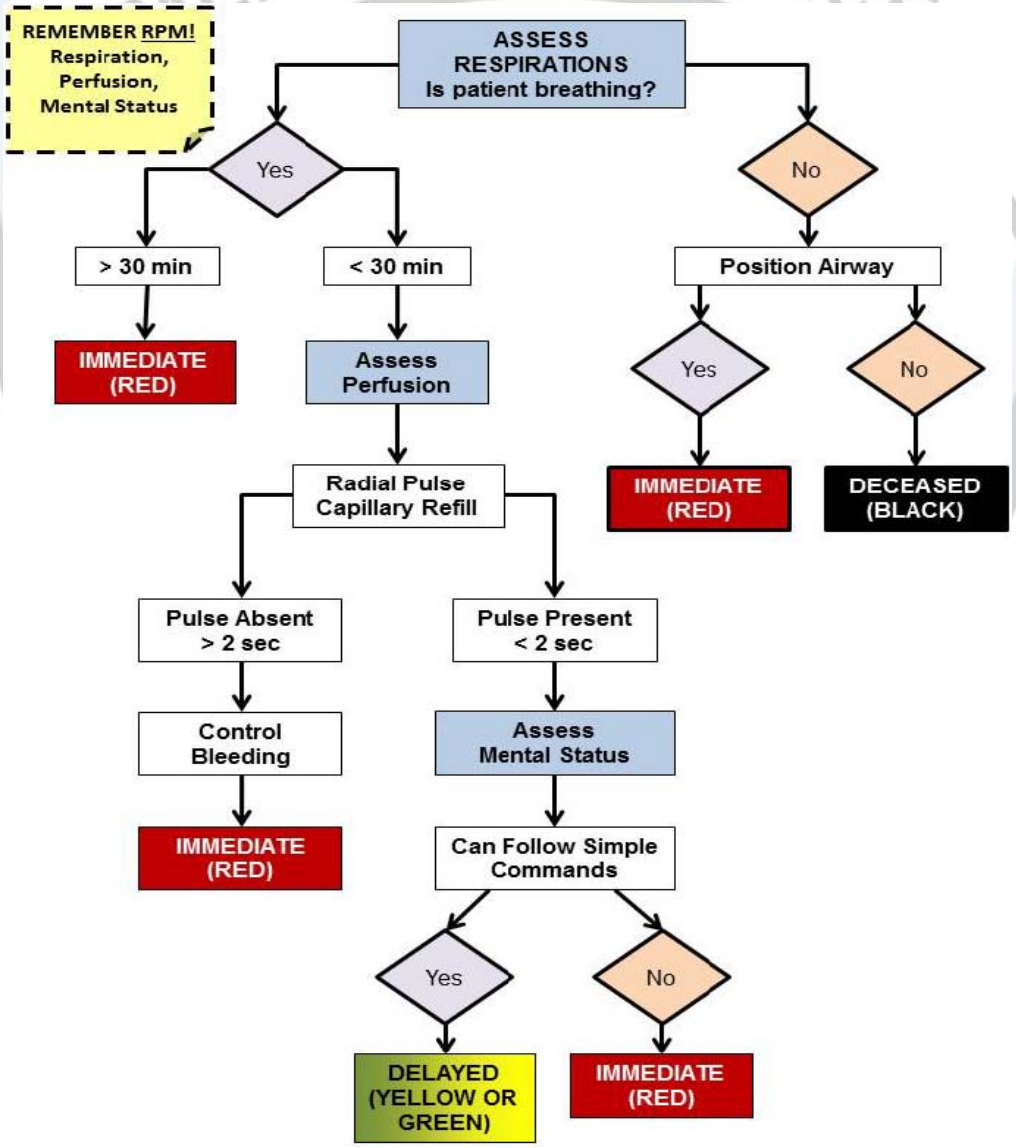
Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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Triage

The goal of operations during an MCI is to transport all patients to a hospital as quickly and efficiently as possible. Establishing a universal triage method will aid in rapidly evaluating patient conditions in a manner familiar by all responders on scene. The “START” (see figure 1) method is the preferred triage method chosen by the Amherst Fire Chiefs Association. START triage (Simple Triage and Rapid Treatment) is a fast and efficient method used by first responders to categorize victims during mass casualty incidents (MCIs). It assesses respiration, perfusion and mental status to quickly triage patients. Designed for speed and simplicity, START triage helps emergency personnel prioritize lifesaving interventions and manage large-scale emergencies effectively. Depending on the level of MCI and necessity, patients will be triaged and organized by priority and transportation will be assigned by UC or their designee. Additional staging location may be designated based on need.

Figure 1



Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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Transportation

MCIs will likely require the transportation of large numbers of patients utilizing a variety of vehicles. Vehicles will vary from medical specific vehicles such as ambulances and medical air services, to civilian vehicles such as passenger vans, school or transit buses, and even passenger cars. The Transportation Group Supervisor, when assigned, is responsible for coordinating with the Triage and Treatment Groups to prioritize victim transportation to receiving hospitals. The Transportation Group will maintain a Patient Destination Log that tracks where patients are being sent.

Sample MCI ICS Positions

Position	**Location**
EMS Branch Director*	Command Post
Staging Officer	Staging Area
Safety Officer	Complete Incident
Triage Group Supervisor	Incident Site
-Triage Support Personnel	Incident Site
Treatment Group Supervisor	Treatment Area
-Patient Care Providers	Treatment Area
Transportation Group Supervisor	Transportation Area
Police Operations*	Command Post
Fire Operations*	Command Post
Department of Emergency Services	Command Post

* The overall Incident Commander may be any of these individuals depending on the type of incident, organizational structure of the primary responding agency or other factors. When multiple disciplines are involved, Unified Command shall be utilized.

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Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

Hazardous Materials Response Plan

Table of Contents

1. Statement of Purpose and Objectives
2. Pre-Emergency Planning and Coordination
3. Personnel Roles, Lines of Authority, Training and Communication
4. Emergency Recognition and Prevention
5. Fire Department Response Procedure
6. Response Levels
7. Response Levels
8. Emergency Response Agencies and Telephone Numbers
9. Safe Distances and Places of Refuge Site Security and Control Evacuation Routes and Procedures
10. Decontamination Emergency Medical Treatment Emergency Alerting
11. Personal Protective Equipment Levels, Emergency Response Critique of the Response and Follow-up

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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PURPOSE AND OBJECTIVE OF THIS PLAN

This Hazardous Materials Response Plan has been prepared for the Emergency Service Responders of the Town of Amherst to meet the statutory planning requirements of Federal Standard 29CFR 1910.120. This plan has been designed to provide a higher degree of preparedness to deal with a hazardous material incident. This plan has been designed to maintain flexibility for responses to both transportation and fixed site emergencies. All operations will follow the guidelines set forth in the National Incident Management System.

The objectives of this plan are as follows:

- To set forth a course of action that will minimize hazards to life, property, and adverse effects upon the environment from the release of a hazardous material.
- Establish procedures to provide for a coordinated response of Town of Amherst Emergency Responders and any outside agency that may become involved in the incident.
- Identify emergency response organizations, equipment and other resources which may be employed during such a response.
- Provide a mechanism to integrate emergency community response procedures with each other.
- Establish procedures in accordance with Title 29 of the Code of Federal Regulations, Section 1910.120 (Q) 2 (I through XII).

PRE-EMERGENCY PLANNING AND COORDINATION

This plan has been developed to provide some basic guidelines and establish responsibilities for emergency responders to suspected hazardous material incidents within the territorial limits of the Town of Amherst. This plan is to function in accordance with the Erie County Hazardous Material Response Plan along with the annex to that plan.

The Fire Service in Erie County is one of the only services that currently operate within a County wide mutual aid program for emergency assistance. There are ninety-three (93) Volunteer Fire Departments and four (4) Career Fire Departments operating in Erie County. Each department has personal protective equipment, self-contained breathing apparatus, and basic training to handle responses to minor hazardous material incidents. Within Erie County there are five (5) organized Hazardous Material Response Teams which may respond to major/serious hazardous material incidents as they are called by the respective Fire Departments.

This plan has been designed to allow the Town of Amherst Hazardous Materials Response Plan and the Erie County Hazardous Materials Response Plan to work together in a coordinated effort with the Erie County Fire Service by using the established mutual aid plan (in accordance with the NYS General Municipal Law Section 204 F) in response to a hazardous material incident in the Town of Amherst.

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Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

In the event that such an incident should exceed the resources of the Erie County Mutual Aid Plan, the Erie County Fire Coordinator, (Deputy Commissioner of Emergency Services / Fire Safety Division) acting as the Regional Fire Administrator, shall request the New York State Fire Mobilization and Mutual Aid Plan be implemented in accordance with the NYS General Municipal Law, section 209 E.

All of the Volunteer Fire Departments, along with the Amherst Police Department, have the capabilities to communicate with the Town of Amherst Central Fire Alarm Office and communicate on the Erie County Fire frequencies. The Town of Amherst Police and the Fire Alarm Office can communicate with each other as both dispatches are located in the same building and have a direct telephone line to each other. Town of Amherst Police, Highway and Engineering Departments shall perform pursuant to the provisions set forth in Title 29 of the Code of Federal Regulations, Section 1910.120 (Q) (6) (I), (Awareness). The Volunteer Fire Departments shall perform pursuant to the provisions set forth in Title 29 of the Code of Federal Regulations, Section 1910.120 (Q) (6) (II), (Operations).

PERSONNEL ROLES, LINES OF AUTHORITY, TRAINING AND COMMUNICATIONS

Upon notification of a hazardous material release, the ranking officer of the fire department with local jurisdiction and authority shall act as the on-scene Incident Commander (IC). He/she shall establish the Incident Command Structure (ICS) and notify the Central Fire Alarm Office of the proper details regarding the command structure. He/she shall perform pursuant to the provisions set forth in Title 29 of the Code of Federal Regulations, Section 1910.120 (Q) (6) (V). He/she shall establish a response level for the incident as listed on pages 6 & 7 of this plan. The Town of Amherst Department of Emergency Services, CD-138 & CD-138a, shall be notified for all hazardous material incidents.

In the event that a criminal action may be involved in the incident, an Amherst Police Supervisor shall become involved in the Unified Command Structure.

All communications shall be coordinated through the Town of Amherst Central Fire Alarm Office. Once the ICS is in place, the IC shall establish a cellular telephone link with the Central Alarm Office for use during the course of the incident.

Direction and control begin with the local emergency responders. This may be expanded, if the incident dictates, to include Erie County and New York State officials. At no time does the senior officer of the fire department with local jurisdiction relinquish control of the incident. There will be times where there will be a transfer of command within a department. If the incident requires multi-jurisdictional involvement a Unified Command Structure shall be instituted.

Local government participating agencies shall include, but not be limited to:

Town of Amherst Volunteer Fire Departments
Town of Amherst Police Department
Town of Amherst Engineering Department

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Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

Town of Amherst Highway Department
Town of Amherst Department of Emergency Services
Town of Amherst Fire Safety Division
Town of Amherst Contract Ambulance Service

EMERGENCY RECOGNITION AND PREVENTION

Town of Amherst employees who, during the normal course of their job, witness or come across a potential hazardous material release shall immediately notify their respective dispatch of the situation. They should provide the dispatch with the exact location of the incident, smoke coming from release, color, odor or any other specific information. This information shall be directly conveyed to the Central Fire Alarm Office for the dispatch of the correct fire department with jurisdiction.

The employee, who is reporting the incident, shall stay within the level of training he/she received from the agency they are currently working under and not act outside the level of training that agency is credentialed to operate at. He/she shall, **FROM A SAFE DISTANCE UPWIND,** attempt to determine what type of material is involved by interpreting signage or placarding on the vehicle, witnesses to the accident, the vehicle operator, shipping papers, etc. The information contained in the North American Emergency Response guidebook is an excellent piece of reference material that is available to all Town of Amherst employees. Any information shall be forwarded promptly to the Central Fire Alarm Office.

FIRE DEPARTMENT RESPONSE TO A POTENTIAL HAZARDOUS MATERIAL RELEASE

When alerted for a hazardous material incident, fire department personnel should use extreme caution when entering into a potentially dangerous atmosphere. Consideration should be given to responding to the respective fire hall to then respond with the apparatus. This procedure would provide for a more controlled, safer response for firefighters.

- Once on location, advise the Central Fire Alarm Office of the exact location of the incident along with any other available details.
- Note the weather conditions and make a special note of the wind direction, **STAY UPWIND**. Request that Central Alarm contact the weather bureau for current weather conditions. Weather updates should be repeated at least every half hour during the course of the incident.
- Establish an Incident Commander and Command System. Relay this information to Central Alarm.
- Make sure you stage your apparatus at a point far enough away. You do not want to introduce a potential ignition source.
- Determine a response level to be followed.
- Establish control zones:
    - **Hot** (area immediately surrounding the incident),
    - **Warm** (area where staging of equipment should take place, decontamination etc.),

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Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

- **Cold** (secondary staging and crowd control).

- Secure the area by moving spectators to a safe area, cold zone.
- Do not walk into or touch any spilled material.
- Avoid inhaling smoke or fumes from the release. Do not assume that the lack of an odor constitutes a safe condition.
- Attempt to begin to identify the materials involved.
- The situation shall dictate what actions are to be followed from this point.
- If there is a need for a Hazardous Material Response Team this shall be requested through the Central Fire Alarm Office by the Incident Commander. It shall be the decision of the IC as to what team responds. There is no exclusive Haz-Mat Response Team for the Town of Amherst.
- Contract Ambulance Service shall stage ambulances as directed by the Incident Commander.

RESPONSE LEVELS

LEVEL 1 RESPONSE (Controlled Emergency Condition)

Criteria for a Level 1 Response:

- Incident can be controlled by the primary responding department.
- Single jurisdictional involvement.
- Limited agency involvement.
- Does not require an evacuation except for the structure or affected facility.
- Minimal threat to life, health and property.
- The Senior Fire Department Officer, in the department with jurisdiction, shall become the Incident Commander. If transfer of command is necessary during the incident this shall be accomplished by utilizing the procedures established in the NYS Incident Command Course.
- The IC shall establish a Command Post (CP) and convey this information, along with the identity of the person assuming command, to the Central Fire Alarm Office. Central Alarm shall also be notified of the direction incoming responders should follow to arrive safely at the CP.
- The incident should follow the Town of Amherst Fire Chiefs' Association Radio Committee Policy for radio communications.
- The IC shall work to identify the Facility Emergency Coordinator and work with him to control the incident.

LEVEL 2 RESPONSE (Limited Emergency Condition)

Criteria for Level 2 Response:

- Primary responding department with limited participation from mutual aid agencies that are not part of the initial response.
- Involvement of 2 to 3 jurisdictions.
- Specialist or technical support required to handle the incident.
- Combined emergency operations such as firefighting, evacuation, containment or emergency medical care.

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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- Limited evacuation of nearby residents or facilities.
- Restricted traffic flow.
- Expanded geographic scope.
- Expanded threat to life, health and property.

Follow the procedures set in a Level 1 Response but include a Unified Command Structure to be established with the Facility Emergency Coordinator.

LEVEL 3 RESPONSE (Full Emergency Condition)

Criteria for Level 3 Response:

- Multi-jurisdictional involvement.
- Specialists and technical teams deployed.
- Potential state and federal government involvement.
- Multiple emergency operations.
- Extensive resource management and allocation.
- Large geographic impact.
- Major community evacuation.
- Serious hazard or severe threat to life, health and property.

At this level, a Unified Command Structure with the appropriate agencies, local government officials, and/or officials from other jurisdictions that have been impacted by the incident, shall be expanded. The type and the scope of the incident would dictate the extent of the command structure. At this point, a government official may become involved in the Unified Command Structure. If the incident dictates, the Town of Amherst Emergency Operations Center may be activated. Consideration will also be given for a "Declaration of a State of Emergency" by the Chief Executive Officer of the Town, pursuant to Section 23 of Article 2B of the New York State Executive Law.

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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EMERGENCY RESPONSE AGENCIES

The following is a list of notifications that shall be made at the onset of a response.

INITIAL RESPONSE

Local Fire Department (AHJ)		911 or 716-689-1212
Amherst Police Department		911 or 716-689-1311
Town of Amherst Emergency Services	Amherst Central Fire Alarm	716-689-1212
Contracted Ambulance Service	Amherst Central Fire Alarm	716-689-1212
Erie County MERS Control		716-898-3696
NYSDEC	Spill Hotline	800-457-7362
Clarence Fire Department	Amherst Central Fire Alarm	716-689-1212
Brighton Fire Department	Tonawanda Fire Control	716-876-1212

Secondary Response

Town of Amherst Highway Department		716-631-7117
Town of Amherst Engineering Department		716-631-7154
Town of Amherst Plant 16		716-631-9117
Town of Amherst Fire Inspectors	Amherst Central Fire Alarm	716-689-1212

***NOTE: For all releases affecting the TOA sewer systems, the Wastewater Treatment Plant shall be contacted along with Environmental Control.

SAFE DISTANCES AND PLACES OF REFUGE

These shall be determined by the IC. Each incident shall be evaluated based upon its location and the circumstances surrounding the incident. The magnitude of the incident may require such facilities as town operated buildings and school district buildings to be used as places of refuge. The American Red Cross is the listed responsible party for the operations of these shelters. See the Red Cross Shelter list in the Town of Amherst Emergency Management Plan. The determination of a need to evacuate and/or shelter shall be made by the IC. Support for this action will be provided by the Amherst Police Department, Volunteer Fire Departments, the American Red Cross, and the Amherst Department of Emergency Services.

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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SITE SECURITY AND CONTROL

This shall be designated by the IC/UC and enforced by the Amherst Police Department.

EVACUATION ROUTES AND PROCEDURES

The Incident Commander shall determine evacuation routes and procedures. Each incident shall be evaluated based on its location and the circumstances surrounding the incident. When it is determined that evacuation is necessary, the appropriate shelter will be designated and notifications shall be made, both door-to-door and by utilizing the public address systems. Persons needing sheltering shall be directed as to what route to take or shall be transported to the shelter. The Amherst Police Department, Volunteer Fire Departments and the media shall provide support for this action. If needed, the Erie County Department of Emergency Services and the American Red Cross may provide additional assistance.

DECONTAMINATION PROCEDURE

Decontamination procedures shall be the responsibility of the IC. The policies and procedures for the decontamination of personnel shall be done by firefighters under the direction of a hazardous materials team member.

EMERGENCY MEDICAL TREATMENT

Emergency medical treatment shall be provided by the contract ambulance service with assistance from firefighters on scene. Treatment protocols and facilities able to accept contaminated patients can be found in section G-1 of the Erie County Hazardous Material Response Plan.

EMERGENCY ALERTING AND RESPONSE

A hazardous material incident shall have a response level designated, and the Incident Commander shall follow the procedures set forth in those levels. It shall be the responsibility of the IC to request from the fire alarm office that the proper notifications be made. When these notifications are made the following information shall be passed along to responders:

- The nature of the incident.
- The level of response designated.
- The Incident Commander and the location of the Command Post.
- The route to take in order to arrive at the CP without putting yourself at risk.
- Alerting the public may be accomplished by utilizing the media.

The Primary means of public notification is Reverse 911 Mass Notification performed by Erie County Department of Homeland Security and Emergency Services, at the request of Incident Command. The Secondary means of alerting the public will be to utilize the public address systems on fire and police vehicles. The procedure will be a five (5) second sounding of the

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vehicles' emergency warning system, followed by clear and concise direction to follow. This procedure will continue every 200 feet with the message being repeated. Follow up notification may also be accomplished by going door-to-door.

PERSONAL PROTECTIVE EQUIPMENT

The Fire Departments in the town will respond pursuant to Title 29 of the Code of Federal Regulations, Section 1910.120 (Q) (6) (II), and operations. They will have protective equipment and be trained as outlined in the aforementioned regulation.

The Town of Amherst Police Department will respond pursuant to Title 29 of the Code of Federal Regulations, Section 1910.120 (Q) (6) (I) Awareness Level. They will have no personal protective equipment. They will have mobile and portable radio equipment, marked and unmarked patrol units.

The Town of Amherst Highway and Engineering Departments will respond pursuant to Title 29 of the Code of Federal Regulation, Section 1910.120 (Q) (6) (I) Awareness Level. They will have no personal protective equipment. They will be utilized as a support agency at the discretion of the IC.

EMERGENCY RESPONSE

The Town of Amherst Hazardous Material Response Plan is designed to be used in conjunction with the Erie County Hazardous Materials Response Plan.

The primary reason for having such a coordinated response among different agencies to such an incident is to assure that the incident is controlled and addressed in the most expeditious and safe manner to all participants.

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Town of Amherst
Ellicott Creek Flood Control Project
Flood Emergency Response Plan

The purpose of this plan is to outline the organizational responsibilities, resource availability, and emergency operational procedures for the Town of Amherst that would be needed to protect life, health, and property during an Ellicott Creek flood emergency.

Goals / Objectives

- To provide a plan of action for the preparation for, response to, and recovery from a flooding event originating from Ellicott Creek.
- To establish these general response guidelines for town departments and equipment that would typically respond to flooding events in our town.
- To have a readily available supply of materials typically used in response to flooding events.
- To outline the general guidelines for evacuations as a result of a flooding incident.

Comprehensive Emergency Management Plan

The Town of Amherst has a Comprehensive Emergency Management Plan (CEMP) which outlines its responsibilities before, during, and after an emergency event. The Town of Amherst Highway Department, 1042 North Forest Road, shall operate as the Command Post for operational activities associated with any flood response. The Highway Superintendent shall act as the Incident Commander (IC) until a "declaration of a State of Emergency "is declared by the Town Supervisor after which the Unified Command Structure, outlined later in this plan, will be in effect. The Department of Emergency Services shall work with the Highway Department administration in response to any potential flooding event.

Once a "State of Emergency" has been declared by the Town Supervisor, the Director of Emergency Services shall coordinate all emergency management activities for the Town of Amherst (TOA). The TOA will also activate and staff its Emergency Operations Center (EOC) to the level deemed appropriate by Unified Command (comprised of the Town Supervisor, Highway Superintendent, Chief of Police and Director of Emergency Services).

The town's CEMP results from the recognition on the part of our local government and New York State Officials that a comprehensive plan is needed to enhance the town's ability to manage emergency / disaster situations. It has been prepared by town officials working as a team in a planning process recommended by the New York State Emergency Management Office. This plan is an integral part of a statewide emergency management program and contributes to that program's effectiveness. Authority to undertake this effort is provided by both Section 23 of Article 2-B of New York State Executive Law and the New York State Defense Emergency Act.

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The development of this plan included an analysis of potential hazards by using the NYS Emergency Management Office supplied HAZNY program. This program reviewed a few hazards that could affect the TOA and an assessment of the capabilities existing in the town to deal with potential hazards including high water and flood events.

Discussed in this plan are the departments and agencies with the associated emergency response personnel and responsibilities. Assignments are made within the framework of the present capabilities and existing organizational responsibilities. Contact information for public utilities, county, state and federal resources are all detailed in the town's CEMP.

The TOA follows the Incident Command System (ICS) in response to all types of emergencies. ICS is a management tool for the command, control, and coordination of resources and personnel in an emergency.

Organizational Roster

The Superintendent of Highways, or his/her designee, is responsible for the maintenance of streets and bridges, creeks and ditches in the town. The Superintendent will direct all actions to check, restore, and maintain essential public facilities and services such as streets, bridges, public buildings and other vital community services. The TOA is also a partner in the Erie County Highway Officials Mutual Aid Program. The Town Engineer or Commissioner of Buildings shall delegate and coordinate the activities with the gas company, power companies, water authority and telephone companies serving the municipality to support the recovery from any flood emergency. All appropriate departments and agency officials will work from the EOC 24/7 while the formal "State of Emergency" is in effect. During the recovery phase they may operate out of their respective departments to maintain strong oversight of the recovery activities.

Highway and Engineering Departments' administration will oversee all field activities that require the services of their respective departments. They shall keep the Superintendent of Highways and Town Engineer informed of field conditions and supply timely, updated information to the EOC. The Superintendent of Highways and Town Engineer shall ensure that sufficient trained personnel are familiar with the basic requirements of safe operations in these conditions and have appropriate oversight to assure activities as assigned are completed and reported back.

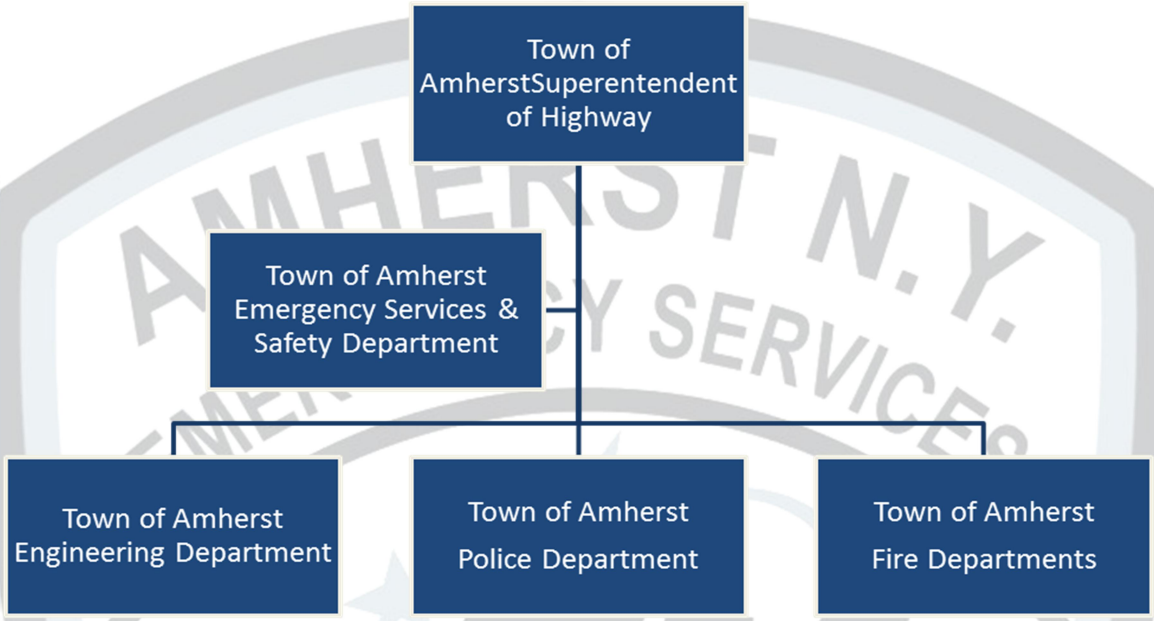
Particular attention should be directed to preventing flow restrictions by keeping ice or debris from lodging in the town's ditches, creeks and streams. Equipment to remove or dislodge snags or ice is available at the Highway and Engineering Departments. If possible, creek banks should be checked, and findings documented via photo log, GPS or detailed written log for serious erosion during flooding.

Damaged banks and drainage structures should be restored as soon as practicable. Any significant damage shall be reported as soon as possible to the Dept. of Emergency Services for future funding opportunities for repairs and/or reimbursements.

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Prior to "State of Emergency"



Once declared "State of Emergency"



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Ellicott Creek Local Flood Control Project Features

The Ellicott Creek Flood Control Project provides approximately 2.1 miles of stream channel enlargement, three (3) diversion channels, a reinforced floodwall, two (2) highway bridges, five (5) pedestrian bridges, recreational facilities and a number of improvements to internal drainage facilities and numerous components including but not limited to:

- Vegetated embankments and levees.
- Riprap protected slopes and embankments.
- Bagged concrete riprap, stone riprap and cellular concrete mat erosion protection.
- Numerous headwalls and flap gates.
- Drop inlets.
- Manholes.
- Storm sewer pipelines.

Flood Response Plan for This Project Area

It is imperative that the channels and other flood protection features are inspected and maintained regularly in accordance with flood control regulations so that the "As Constructed" capacity will be available when a high-water period arises. During high water conditions the Highway Superintendent shall utilize pre-existing contractual agreements with regard to emergency call-in procedures and assign trained flood monitoring crews to survey the entire length of the channel to identify and respond to any situation which may require mitigation. If crews are assigned to monitor water levels the Dept. of Emergency Services shall be notified.

The Highway Superintendent shall ensure that sufficient trained personnel are familiar with the basic requirements of maintenance and are available to monitor the water levels. Particular attention shall be directed to preventing ice or debris from lodging in the channels and restricting the water flow. Equipment such as flusher trucks, dump trucks, trackhoes and backhoes to remove or dislodge snags or ice are to be available. Serious bank erosion during flooding must be identified and reported to supervision immediately. The numerous bridge crossings, box culvert crossings, flap gates and pipe enclosures shall be monitored for the accumulation of drift material, shoals, ice or debris which shall then be promptly but safely removed. Sufficient trained personnel shall be made available to monitor the numerous bridge crossing locations.

During flood periods, levees shall be continuously patrolled by trained personnel to observe any indications of erosion, possible over-topping or other conditions which may endanger the level of flood protection provided by the project.

Whenever high-water conditions are impending, all gates shall be inspected before water reaches the invert of the pipe and any object which might prevent closure of the gate shall be removed. Manually operated gates and valves shall be closed by trained personnel as

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necessary to prevent inflow of flood water to roads and streets. All drainage structures within levees shall be inspected frequently during floods to ascertain whether seepage is taking place along the areas where they make contact with the embankment.

Roles and Responsibilities

The Town of Amherst Supervisor and the Amherst Town Board shall execute the powers as identified with NYS General Municipal Law, Article 2B. The Town Attorney and his/her office shall act as counsel and legal advisor to the board and applicable Town Departments as they do on a daily basis. All other department heads shall make themselves and their staff available to assist with any assigned duties or tasks.

Department of Emergency Services

Participate within the Unified Command structure.

- Coordinate shelter operations.
- Coordinate EOC operations.
- Monitor flood stage heights and communicate with National Weather Service.
- Prepare Emergency Plans for local resources and useful equipment.
- Work with the police to notify residents of proactive and protective measures.
- Issue warning messages through the police to residents and department heads.
- Advise on weather, water flow, warnings and evacuation.
- Issue situational updates.

Amherst Police Department

Participate within the Unified Command structure.

- Coordinate with emergency services and act as the community liaison to the media, etc.
- Assist with notifications and evacuations.
- Identify and establish detour routes due to high water and maintain proper traffic flow patterns as deemed appropriate.
- Provide community security to prevent against looting and other unruly activities.

Fire Departments

- Rescue trapped or stranded individuals.
- Control fires, released chemicals and other hazards.
- Assess hazards regarding flooding and evacuations.
- Ensure safety of rescue personnel.

Highway and Engineering Departments

- Participate in the Unified Command Structure.
- Deploy sandbags for flood defense.

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- Free obstructions to storm and waste water drainage.
- Repair breaches in flood defenses.
- Visually monitor creeks and streams.
- Assure proper immediate documentation of the incident using GIS and any programs available to the town.
- Continue regular departmental duties.

Building Department

- Assist with damage assessment process.
- Determine if structures are habitable.
- Assist with utility restorations.
- Monitor Flood Plain issues.
- Coordinate with Engineering Dept. officials and all utility companies.
- Fire Inspectors Office may act as liaison to the Fire Chiefs.

Crew Responsibilities for Monitoring Flood Conditions

The entire flood control project shall be monitored continuously during a flood event by officials from Highway Department and Emergency Services. Any significant or unusual conditions identified shall be reported to the Highway administration as soon as possible.

General Inspection Items for Monitoring Crews:

a. Inspect all pipes, fences, grates and gates to make sure they are free from debris. If debris does collect it must be cleared immediately.
b. Verify that all necessary access roads and ramps along the levee are accessible.
c. Take photographs of all significant issues.

Waterway maps are available

<u>Levees</u>
- Look for sand boils or unusual wet areas
- Look for slides or soughs
- Look for scouring
- Check flap / sluice gates for proper closure

<u>Retaining Walls</u>
- Look for saturated areas or sand boils landward of the floodwall
- Look for settlement (movement) of the floodwall

Minimum Equipment for Monitoring Crews:

- Portable radio or cellular phone
- Maps of the flood control project
- Operation and Maintenance Manual for the project

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- Weather gear
- Flashlight
- Record Log
- Life jackets
- Camera

Crew Safety / Community Security Precautions

Crews should work in teams. If evacuation from a specific location for monitoring is necessary, the monitoring crew should move to a pre-determined safe location and keep the team intact.

Crews should also be aware of anyone who seems to be out of place or who is behaving abnormally. There are, unfortunately, people who would try to take advantage of the already dangerous situation on creek banks or floodwalls for their own purposes. Any suspicious activities observed by the crew should be reported immediately to the Amherst Police Department. At no time shall any crew member or citizen be allowed to go into the water for any reason or purpose.

Equipment and Supplies

The Town of Amherst Highway and Engineering Departments have a large fleet of heavy equipment, trucks, sandbags, sand, pumps and portable generators for use during a flood event. They are located at three (3) locations in town where we have 24-hour access, 1042 N. Forest Road, 1100 N. Forest Road and 455 Tonawanda Creek Road. In addition, the ten (10) TOA volunteer fire departments have available other lighting, generators and boats for use during a flooding event.

We can also obtain additional supplies through Erie County Emergency Services and the NYS Dept. of Homeland Security and Emergency Services Region V as needed. Additional lighting can be obtained from United Rentals (565-1330), 4811 Transit Road in Williamsville, Rolls of plastic from Felbers Building Supplies, 5555 Transit Road in Williamsville and Grainger Supply, 50 McKesson Parkway in Cheektowaga. The town has a robust supply of communications equipment, over 500 portable radios on a variety of frequencies, which are all available for response to any flood event in town.

Community Interaction

<u>Interaction with the Public Prior to an Event</u>
The Dept. of Emergency Services shall notify all department heads regarding a potential situation based on information they receive regularly from the National Weather Service and other regional emergency service providers. In the event the public needs additional warnings or specific directions we will post them on our official website, on Facebook pages of all Town departments and utilize Twitter for these messages. Emergency Services also provides flood information to the public at all open houses, community events and speaking engagements as requested.
<u>Interaction with the Public during an Event</u>

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The town's monitoring crews may see observers on the creek banks or at floodwalls. If there are many observers, it is recommended that an additional person be assigned to make sure observers maintain a safe distance from the water's edge. If there is a need to move the observers back, assistance can be obtained from the Amherst Police Department to perform this action. Any persons near any hazardous areas shall be directed to vacate the area immediately. At no time shall any non-law enforcement personnel confront a spectator. They shall inform the Amherst Police of the situation and maintain a visual check on the party until the situation is turned over to an Amherst Police Officer. Highway crews shall continually monitor the water levels and maintain availability of materials and equipment to make sure they are ready to respond in a moment's notice. The Dept. of Emergency Services shall keep all other town officials, and the public apprised of the situation and keep our town website and Facebook pages updated. In the event a media briefing is needed, the Superintendent of Highways, Town Supervisor, Chief of Police or their designee shall brief all media outlets. This briefing shall take place at a point determined to be safe at the time of the incident. For any large-scale disaster you may receive a message via the federal Wireless Emergency Alerting System on your cell phone. This is a system in place for disastrous events that sends a message to the closest cell tower which will alert your phone with information on the situation. This is only for large-scale emergencies.

Evacuations

In the event evacuations are needed to protect the health and welfare of our residents, we will utilize the existing CEMP, Annexes A-F, which clearly outline all necessary actions and locations. Evacuees will be given specific direction as to what route to take and where to go for short- or long-term sheltering needs. Road closures, barricades, signage and messages via social media, regular media, print media and other instant technology will be utilized to provide the most up-to-date and safest directions for our community. If roads become impassable, are flooded or potentially may flood, the town will start with a limited state of emergency which allows the Town Supervisor to restrict travel in areas which are deemed unsafe by emergency officials. If the event escalates then he/she may issue a "Declaration of a State of Emergency" and restrict all travel as necessary. These directives will be communicated through all media outlets and also to the County of Erie and NYS officials. People with access and functional needs should plan to evacuate with all items they will need as appropriate.

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Post Event Activities

Once it has been determined that the water levels have begun to recede it shall be the responsibility of the Highway Department administration to make sure that the project areas are returned to pre-high water conditions. In the event that the flooding has resulted in severe damage to the community, the Dept. of Emergency Services will be the lead department for the town to work with Erie County, NYS and federal officials on any disaster declaration reimbursement program or grant program which may be needed and/or available to make necessary repairs.

The Highway Dept. crews shall, as directed by their administration:

- Remove any temporary protection measures, sandbags, etc.
- Check all sluice gates for debris and open or close them as set before the flooding.
- Reuse or salvage any materials used during the response.
- Perform a close inspection of the entire project length looking at all gates, levees, trees, banks, bridges, pathways and anything that was in the floodway.
- Perform tree removal as per the Ellicott Creek Operation and Maintenance Manual.
- Participate in any local or regional after-event review of our response.
- Modify any emergency plans or details that were found during the event to need modification for the next event.
- Turn in any photos, logs or locations regarding the extent of the flooding to be used for reimbursement and future emergency planning.

Operational Plan Management

Occasionally there is a need to perform maintenance activities and other work in close proximity to the project borders. During this planning process all proposed actions are reviewed by town officials and submitted to NYS and federal agencies, as deemed appropriate, to make sure there are no adverse effects on the ability of this project to manage flood conditions.

The Town of Amherst CEMP, its appendices and this specific Ellicott Creek Waterway Emergency Response Plan shall be evaluated annually and updated accordingly to assure that we have a quick and efficient response to any level of emergency as it arises within the Town of Amherst.

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Town of Amherst Flood Response Plan

The following document is an annex to the Town of Amherst Comprehensive Emergency Management Plan and is specifically used as a guideline for flooding events

Flood Plans can enable a flexible response to problems caused by flooding. Although barriers may protect potential flood areas from predictable weather events, flooding can occur at any time. Typical events we see in our area include, but are not limited to, the following:

- Prolonged or excessive rainfall.
- Rapid snowmelt.
- Abnormally high creeks and stream levels due to rainfall upstream.
- Major storms across the region.

Flood Threat Recognition System

The Town of Amherst has two main creeks in our community. Ellicott Creek runs through the center of town and Tonawanda Creek runs on the northern edge. Both of these creeks are monitored on a 24-hour basis by USGS Gauges. The Town of Amherst Department of Emergency Services personnel are on call 24/7 and have automatic notifications sent to their emails and pagers when the water levels approach 2 feet below flood stage. Our office also has a weather radio on 24/7, and we are active participants in the National Weather Service (NWS) Chat System where we converse regularly with the forecasters in the Buffalo Office when the potential exists for flooding. All of these units are monitored 24/7.

When a gauge alert is received, we will physically travel throughout the town to make visual checks of some of the key areas of high-water levels to obtain the information needed to develop a community message to residents. The areas which are initially monitored are the dam in Williamsville behind Town Hall, the Castle Bridge at the dead end of Willow Brook Lane, and the rear yards in the south end of Lehn Springs. We contact Town of Lancaster Emergency Management to obtain information about the water levels there because that high water becomes our high water after about 12 hours. We monitor the secondary drainage ditches in the northern end of Amherst to see if the water rise in the Tonawanda Creek basin is holding back water flow in these ditches. We also travel to Goodrich Road in the Town of Clarence, just east of Amherst, to see if the water is traveling across the fields and roadside ditches or if it is holding within the banks of the main creek. The completion of an Erie County road project causes surface water to drain from Wehrle Drive into Ellicott Creek. Because this increases the creek's water flow we have asked the county to install a static water level gauge at the new headwall at Wehrle Drive and Lehn Springs to allow us to further monitor the levels and compare them to the electronic USGS gauge on Ellicott creek at Sheridan Drive.

The Dept. of Emergency Services then takes the data and communicates with the town Flood Plain Administrator and reviews the FEMA flood maps to determine the extent of potential issues associated with the expected water levels.

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Flood Watches and Warnings

A typical flood watch or warning can be issued several hours or days in advance by the National Weather Service. Sample flood warning messages which may be issued by the NWS and the Town of Amherst include, but are not limited to:

- Flood Warning – Flooding of homes, businesses and main roads is expected.
- Severe Flood Warning – Severe flooding may cause imminent danger.
- **Minor Flooding** – minimal or no property damage but may cause back yard flooding or inconvenience situations due to water on roadways.
- **Moderate Flooding** – some inundation of roadways and low-lying areas near streams. Some evacuations of people and/or transfer of property to higher elevations may be necessary.
- **Major Flooding** – extensive inundation of structures and roads. Evacuation of people and/or transfer of property to higher elevations.

Flash Flood Warning: Take Action! Warning is issues when a flash flood is imminent or occurring. If you are in a flood prone area move to high ground immediately. A flash flood is a sudden and violent flood that can take from minutes to hours to develop. It is even p[possible to experience a flash flood in areas not immediately receiving rain.

Flood Warning: Take Action! A Flood warning is issued when the hazardous weather event is imminent or already happening. A Flood warning is issued when flooding is imminent or occurring.
Flood warnings are disseminated via the news media, on the local radio stations.

Flood Advisory: Be Aware! A Flood Advisory is issued when a specific weather event that is forecast to occur may become a nuisance. A Flood Advisory is issued when flooding is not expected to be bad enough to issue a warning. However, it may cause significant inconvenience, and if caution is not exercised, it could lead to situations that may threaten life and/or property.

Flood Watch: Be Prepared: A Flood Watch is issued when conditions are favorable for a specific hazardous weather event to occur. A Flood Watch is issued when conditions are favorable for flooding. It does not mean flooding will occur, but it is possible.

Roles and Responsibilities

The Town Supervisor and Town Board shall execute the powers as identified with NYS General Municipal Law, Article 2B. The Town Attorney and his/her office shall act as counsel to the board as they do on a daily basis. All other department heads shall make themselves and their staff available to assist with any assigned duties or tasks.

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Amherst Police Department

- Participate within the Unified Command structure
- Coordinate with emergency services and act as the community liaison to the media, etc.
- Assist with notifications and evacuations.
- Identify and establish detour routes due to high water and maintain proper traffic flow patterns as deemed appropriate.
- Provide community security to prevent against looting and other unruly activities.

Fire Departments

- Rescue trapped or stranded individuals.
- Control fires, released chemicals and other hazards.
- Assess hazards regarding flooding and evacuations.
- Ensure safety of rescue personnel.

Department of Emergency Services

- Participate within the Unified Command Structure.
- Coordinate shelter operations.
- Coordinate Emergency Operations Center (EOC) operations.
- Monitor flood stage heights and communicate with National Weather Service.
- Prepare Emergency Plans for local resources and useful equipment.
- Advise residents of proactive and protective measures.
- Issuing warning messages to residents and department heads.
- Advise on weather, water flow, warnings and evacuation.
- Issue situation updates.

Highway and Engineering Departments

- Participate in the Unified Command Structure.
- Deploy sandbags for flood defense.
- Free obstructions to storm and wastewater drainage.
- Repair breaches in flood defenses.
- Visually monitor creeks and streams.
- Coordinate activities of utility companies.

Building Department

- Assist with damage assessment process.
- Determine if structures are habitable.
- Assist with utility restorations.

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Advice for Public during Flood Event

Personal Plans

- Discuss a plan with family members, friends and neighbors.
- Know how to disconnect gas, electricity and water supplies.
- Know where to move vehicles in an emergency.
- Store valuable property in a raised secure location.
- Fill containers with clean water (Avoid using flood waters or local water).
- Care for the needs of pets and domestic animals

- Monitor Weather and media outlets for instructions from local officials
- If safe to do so, ensure that neighbors know of the conditions and be prepared to help them.
- Prepare a flood kit to include medications, warm clothing, sealed food, blankets, matches, candles, flashlights, portable radio, spare batteries, rubber gloves, personal documents, prescription medications, etc.
- Do not walk or swim through floods.
- Be aware of hidden dips in a road.
- Floods often contain sewage - avoid food that may have been contaminated by floodwater.
- Avoid wet electrical equipment.
- Do not drive down flooded streets.

If Flooding is Imminent

- Consider evacuation, especially if it is recommended by emergency officials.
- If safe to do so, turn off electricity and gas.
- Move family members, pets and supplies to higher areas.

Flood Pre-Emergency Planning

- Learn what terminology means (https://www.weather.gov/safety/flood-watch-warning)
- Develop a family plan for evacuations – where do we go, what do we take, etc.
- Create contact list of emergency numbers.

Emergency Notifications

Town Supervisor to notify:

- All Town Board members and Town Attorney

Director of Emergency Services to notify the following:

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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- Highway Dispatch ⇒ … to notify Superintendent of Highways
- Fire Control ⇒ … to notify Supervising Fire Dispatcher
- Police Dispatch ⇒ … to notify Chief of Police
- Erie County Emergency Services – MERS Control
- Commissioner of Building ⇒ … to notify Building Maintenance
- Town Clerk
- Director of Human Resources
- Comptroller
- Information Technology Manager
- Director of Senior Services
- Executive of Director of Youth and Recreation
- Town Assessor
- Town Attorney, who shall notify Court Administrator
- Town Engineer who shall notify Plant #16
- Planning Director

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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Reference Forms

A. Local Declaration of a “State of Emergency”
B. Rescinding Local Declaration of a “State of Emergency”
C. Emergency Orders
D. Rescinding Emergency Orders
E. Flash Situation Report
F. Press Release Form
G. Contact Information for Public Information Networks
H. Damage Assessment Forms
I. Town of Amherst EOC Staff and Telephone Numbers

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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Town of Amherst

*O*ffice of the Supervisor

STATE OF EMERGENCY DECLARATION

A State of Emergency is hereby declared in the Town of Amherst, County of Erie, in the State of New York, effective: (Insert Effective Date/Time)

This State of Emergency has been declared due to (Insert Hazardous Condition). This situation threatens the public safety with hazardous conditions caused by heavy snowfall and wind gusts making travel on roadways very difficult to impossible. This State of Emergency will remain in effect for thirty (30) days or until rescinded by a subsequent order.

As the Chief Executive of the Town of Amherst, I, -(*insert name of Town Supervisor or designated/acting person*), exercise the authority given me in sections 24 and 25 in Article 2B of the New York State Executive Law, to preserve the public safety and hereby render all required and available assistance vital to the security, well-being, and health of the citizens of this Municipality. I hereby direct all departments and agencies of the Town of Amherst to take whatever steps necessary to protect life and property, public infrastructure, and provide such assistance deemed necessary.

(*insert name of Town Supervisor or designated/acting person*)_____
_____

(Name & Title) (Signature) *Date*

_____ _____

(Witness Name & Title) (Witness Signature) *Date*

NOTE: the Town Supervisor, at any time, may rescind a declaration of emergency. This declaration of emergency must be filed within 72 hours to the Town Clerk, County Clerk, the Secretary of State, and NYS Office of Emergency Management. A declaration of emergency does not need to be extended as do emergency orders. A written rescinding statement shall be issued when the state of emergency no longer exists. This document shall also be circulated to major media outlets and posted on the Town of Amherst website.

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Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

Town of Amherst

*O*ffice of the Supervisor

RESCINDING LOCAL DECLARATION OF "A STATE OF EMERGENCY"

WHEREAS, on this date _____

at _____ hours, I, (*insert name of Town Supervisor or designated/acting person*), Supervisor of the Town of Amherst, having determined there was an imminent threat to life and property associated with (*Insert State of Emergency Hazard Condition*) declared a State of Emergency in the Town of Amherst, pursuant to Section 24, of the New York State Executive Law, Article 2B, and;

WHEREAS, it appears that the existence of that local emergency has ceased to exist and protection is no longer essential;

Now, therefore, I, (*Insert name of Town Supervisor or designated/acting person*), Supervisor of the Town of Amherst, pursuant to Section 24 of the New York State Executive Law, Article 2B, do hereby rescind the existing local State of Emergency effective at this time _____on this date _____.

_____ _____

(Name & Title) (Signature) *Date*

_____ _____

(Witness Name & Title) (Witness Signature) *Date*

This document shall also be circulated to all media outlets and posted on the Town of Amherst website.

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Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

Town of Amherst

*O*ffice of the Supervisor

EMERGENCY ORDERS

Local Emergency Order for the Town of Amherst, County of Erie, in the State of New York: I, (*Insert name of Town Supervisor or designated/acting person*)_____, the Chief Executive of the Town of Amherst, in accordance with a declaration of a State of Emergency issued on _____, and pursuant to Sections 24 and 25 in Article 2B of the New York State Executive Law, do hereby order (Insert Orders)

This order shall take effect and shall remain in effect for five (5) days unless rescinded earlier by order of the Chief Executive. This order may also be renewed in (5) five day increments.

Failure to obey this order is a criminal offense, punishable by law under New York State Executive Law §24(5).

Signed this the _____ day of _____, at _____, in the Town of Amherst, New York.

_____ _____

(Name & Title) (Signature) *Date*

_____ _____

(Witness Name & Title) (Witness Signature) *Date*

NOTE: Emergency orders must be executed in triplicate and shall be filed within 72 hours, or as soon as practicable, in the Town of Amherst Town Clerk's Office, the Office of the County Clerk, the Office of the Secretary of State, and NYS Office of Emergency Management. Such orders shall be effective for five (5) days from issue or upon the rescinding of the State of Emergency. These orders may be extended for additional periods not to exceed five (5) days until the State of Emergency is rescinded. Each extension must be re-filed. This document shall also be circulated to all media outlets and posted on the Town of Amherst website.

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Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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Town of Amherst

*O*ffice of the Supervisor

RESCINDING EMERGENCY ORDERS

WHEREAS, a State of Emergency was declared at this time _____on this date __ _____, pursuant to Section 24 of the New York State Executive Law due to such conditions as listed and;

WHEREAS, at this time _____on this date _____, a local emergency order was declared pursuant to Section 24 of the New York State Executive Law, and;

WHEREAS, due to hazards associated with the declared emergency, said order was issued specifically to protect life and property within the Town of Amherst; such hazardous conditions have ceased to exist.

Now, therefore, I, (Insert name of Town Supervisor or designated/acting person), Supervisor of the Town of Amherst, do hereby rescind said executive order effective this time _____ on this date _ _____.

_____ _____

(Name & Title) (Signature) *Date*

_____ _____

(Witness Name & Title) (Witness Signature) *Date*

This document shall also be circulated to all media outlets and posted on the Town of Amherst website.

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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Flash Situation Report (Version 3)

Notes: A. Counties are encouraged to consolidate data for each jurisdiction.
B. Where applicable, provide separate reports for severely impacted jurisdictions.

Report Number:	**Event Name:**
Date/Time of Event: Date: Time (24 hr.):	**Date/Time of Report:** Date: Time (24 hr.):

C. **Do Not Delay** this report for lack of data. The report can be updated as information becomes available or more accurate.
D. Submit form electronically or by Fax, or verbally convey information to the County Emergency Management Office, EOC, or Warning Point

1. **Jurisdiction Name:** _____ **County:** _____
2. **Name and Title of Person Completing:** _____
3. **Phone:** _____ **Cell Phone:** _____
4. **Briefly Describe Emergency or Disaster Event:** _____
5. **Briefly Describe the Area Affected** (communities, region, site[s], residential, commercial, industrial, etc.)**:**
6. **Conditions are** (Mark one)**:** **( )** Worsening **( )** Unknown **( )** Stable **( )** Improving **( )** Event Concluded

7. Human Needs	(a) **Fatalities**	(b) **Injured**	(c) **Missing**	(d) **At Risk**	(e) **Evacuated Relocated**	(f) **Sheltered**	(g) **Shelter In Place**	(h) **Requiring Feeding**
Estimated Numbers:								

Briefly describe and attach description of mass care or service needs (e.g., food, health services, where, when) as available.

8. Critical Infrastructure	(a) **Roads**	(b) **Bridges**	(c) **Public Transport**	(d) **Rail System**	(e) **Water**	(f) **Sewer**	(g) **Electric**	(h) **Gas**
Out of Service								
Damaged								
Destroyed								
9. Critical Facilities	**Police Station**	**Fire Station**	**EMS Station**	**Hospital**	**Nursing Homes**	**Fuel Supply**	**Radio**	**Phones**
Out of Service								
Damaged								
Destroyed								

Briefly describe and attach description of damage to critical facilities listed above as available.

10. Buildings	(a) **Homes**	(b) **Apartments**	(c) **Businesses**	(d) **Industries**	(e) **Public Facilities**	(f) **Schools**	(g) **Utilities**	(h) **Other**
Damaged								
Destroyed								

11. **Has a local "State of Emergency" been declared?** (Mark one) **Yes ( )** **No ( )**
Briefly describe or attach any announcements, public advisories, or emergency orders in effect: _____

12. **Briefly describe outside assistance being provided or requested and local actions taken or to be taken, *OR* attach an assessment of immediate needs and resource priorities:** _____

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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Press Release

Town of Amherst

NAME

Town Supervisor

FOR IMMEDIATE RELEASE – DATE
CONTACT: NAME, TITLE
PHONE: 716-631-XXXX / EMAIL: XXX@XXX.ny.us

AMHERST DECLARES STATE OF EMERGENCY FOR _____

AMHERST, NY – Amherst Town Supervisor NAME is declaring a State of Emergency in the Town of Amherst. Supervisor NAME signed a Local Declaration of 'A State of Emergency' effective MONTH DATE, YEAR at TIME through MONTH DATE, YEAR at TIME based on REASON.

EXAMPLE Kulpa has exercised his authority under Section 24 of the New York State Executive Law, Article 2B, to preserve public safety, and hereby renders all required and available assistance to the security, well-being, and health of the citizens of the Town of Amherst. He has instructed all Town departments to take whatever steps necessary to protect life and property, public infrastructure, and other such emergency assistance as deemed necessary.

EXAMPLE By declaring a local state of emergency, Amherst will activate the Town's Emergency Operation Center (EOC). This step will enhance the Town's collaboration and communications across departments, its ability to receive updates from the field and from partners and improve coordination with external agencies.

Please check the Town of Amherst website (www.amherst.ny.us) for updates.

***

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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TOWN OF AMHERST DAMAGE ASSESSMENT PLACARD

INSPECTED
NO RESTRICTIONS ON USE OR OCCUPANCY

This structure has been inspected, as indicated below, and no structural hazards have been found. Report any unsafe conditions to the Town of Amherst Building Department, 631-7080. A re-inspection may be required.

EXTERIOR: _____

EXTERIOR AND INTERIOR: _____

Address of property: _____

_____

Date and Time of Inspection: _____

_____

This structure has been inspected under emergency conditions for the Town of Amherst on the time and date noted above

Inspector and Identification/Badge number: _____

_____

Comments:

_____

_____

_____

_____

_____

DO NOT REMOVE THIS PLACARD UNTIL AUTHORIZED BY A REPRESENTATIVE OF THE TOWN OF AMHERST BUILDING DEPARTMENT.

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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TOWN OF AMHERST DAMAGE ASSESSMENT PLACARD
RESTRICTED USE
OFF LIMITS TO UNAUTHORIZED PERSONNEL

WARNING: This structure has been damaged, and its safety is questionable. Enter at your own risk. Movement of any portion of this structure's framing members may result in injury or death.

RESTRICTIONS ON ITS USE:

ENTRY FOR EMERGENCY PURPOSES ONLY _____

OTHER RESTRICTION _____

Address of Property: _____

_____

Date and Time of Inspection: _____

_____

This structure has been inspected under emergency conditions for the Town of Amherst on the time and date noted above.

Inspector and Identification/Badge number: _____

Comments:

_____
_____
_____
_____
_____
_____
_____
_____

DO NOT REMOVE THIS PLACARD UNLESS AUTHORIZED BY A REPRESENTATIVE OF THE TOWN OF AMHERST BUILDING DEPARTMENT.

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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TOWN OF AMHERST DAMAGE ASSESSMENT PLACARD

UNSAFE

DO NOT ENTER OR OCCUPY

THIS IS NOT A DEMOLITION ORDER

WARNING: This structure has been seriously damaged and has been deemed to be unsafe. Do not enter. Entry may result in serious injury or death.

Address: _____Date/Time of Inspection: _____

Inspector Name: _____

INSPECTION RESULTS

This structure has been inspected under emergency conditions for the Town of Amherst on the time and date noted above.

Comments

DO NOT REMOVE THIS PLACARD UNTIL AUTHORIZED BY A REPRESENTATIVE OF THE TOWN OF AMHERST BUILDING DEPARTMENT.

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Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

TOWN OF AMHERST BUILDING DEPARTMENT
RAPID STRUCTURAL EVALUATION SAFETY FORM

BUILDING DESCRIPTION:

Address: _____

Number of Stories: _____ Basement: _____ (Y or N)

PRIMARY OCCUPANCY TYPE:

_____
_____
_____

INSTRUCTIONS:
Review structure for the conditions listed below. "YES" answers to questions 1, 2, 3, or 5 would be grounds for placarding the entire structure as **UNSAFE**. If a further review is required, post the structure with a **LIMITED ENTRY** placard. "YES" answer to question number 4 requires some type of barricading around the area. Hazards such as toxic spills, or an asbestos release would fall into the "YES" category for question number 6 and should, therefore, have some type of barricading around the area.

CONDITIONS:

1. Collapse, partial collapse, or structure moved from foundation? YES: ____ NO: ____
2. Structure or story noticeably leaning? YES: ____ NO: ____

3. Severe racking of walls, obvious severe damage or distress? YES: ____ NO: ____

4. Chimney, parapet or other falling hazard? YES: ____ NO: ____

5. Severe ground or slope movement present? YES: ____ NO: ____

6. Other hazard present? YES: ____ NO: ____

Comment:
_____
_____
_____

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<u>OVERALL RATING</u> (check one):

INSPECTED: Exterior Only: _____ Exterior and interior: _____

LIMITED ENTRY: _____

UNSAFE: _____

INSPECTOR INFORMATION:

Inspector Identification Number: _____

Affiliation: _____

Inspection Date & Time: _____

RECOMMENDATIONS:

No further action required: _____

Detailed evaluation required: _____

Emergency Enclosure Needed:_____ Contacted: _____

Other: _____

Placarding at this assessment: Yes: _____ No: _____

COMMENTS:

_____
_____
_____
_____
_____
_____
_____

Attachment: Revised CEMP Package (RES-2025-1008 : Adoption of Comprehensive Emergency Management Plan)

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Town of Amherst Emergency Operations Center Contact List

The Department of Emergency Services and Safety maintains an accurate contact list for essential personal during Emergency Operation Center activations. This list will be updated regularly and/or as staff changes.

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 31219 **RESOLUTION 2025-1009** **ADOPTED**

LED Street Light Maintenance – Contact Amendment Concrete Applied Technologies Corp. Dba CATCO Town of Amherst Job #2023.034A CRS ID #5970

On October 1, 2024, the Town Board awarded the LED Street Light Maintenance contract (Job No. 2023.034A) to Concrete Applied Technologies Corp. (CATCO), 1266 Townline Road, Alden, NY 14004, for the period October 1, 2024 through December 31, 2025.

Based on CATCO's satisfactory performance over the past year and the continued need for maintenance services, it is recommended that the Town Board authorize a contract amendment to include the Alternate Bid Items 1-51 and associated time extension for services through December 31, 2026 as per the attached bid tabulation, showing CATCO remains the low bidder regarding the Alternate Bid items.

Funding for this contract extension is available from Accounts A5182-4110 (General Highway Lighting) and E9997-4110 (Lighting District).

May I please have your approval to amend the contract with CATCO for LED Street Light Maintenance to include the alternate bid items and contract extension from January 1, 2026 through December 31, 2026?

This request is pending the successful completion of the contract review procedure. Thank you for your consideration.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

Funding for this contract extension is available from Accounts A5182-4110 (General Highway Lighting) and E9997-4110 (Lighting District).

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

Attachment: Attachments_TBitem_2023.034A (RES-2025-1009 : LED Street Light Maintenance – Contact

TOWN OF AMHERST LED STREET LIGHT MAINTENANCE DETAILED BID COMPARISON - ALTERNATE BID ONLY

ITEM #	DESCRIPTION	UNIT TYPE	QUANTITY	Low Alt Bid - CATCO Jan 1, 2026 - Dec. 31, 2026		Alt Bid - P&CG Jan 1, 2026 - Dec. 31, 2026		Alt Bid - Ferguson Jan 1, 2026 - Dec. 31, 2026		Alt Bid - OCE Jan 1, 2026 - Dec. 31, 2026		Alt Bid - LED Solutions Jan 1, 2026 - Dec. 31, 2026	
				UNIT PRICE	PRICE	UNIT PRICE	PRICE	UNIT PRICE	PRICE	UNIT PRICE	PRICE	UNIT PRICE	PRICE
1	Investigation Only of No Current Overhead Wiring (per crew)	Per Hour	30	$ 359.45	$ 10,783.50	$ 365.00	$ 10,950.00	$ 399.47	$ 11,984.10	$ 419.76	$ 12,592.80	$ 497.14	$ 14,914.20
2	Investigation Only of No Current Underground Wiring (per crew)	Per Hour	125	$ 359.45	$ 44,931.25	$ 365.00	$ 45,625.00	$ 399.47	$ 49,933.75	$ 419.76	$ 52,470.00	$ 497.14	$ 62,142.50
3	Installation of Fiberglass direct bury Pole up to 18' (Mounting Height), LABOR ONLY	per UNIT	40	$ 774.20	$ 30,968.00	$ 1,254.00	$ 50,160.00	$ 1,198.42	$ 47,936.80	$ 1,259.28	$ 50,371.20	$ 1,470.52	$ 58,820.80
4	Installation of LED Cobra head Fixture, LABOR ONLY	per UNIT	5	$ 248.85	$ 1,244.25	$ 219.00	$ 1,095.00	$ 199.74	$ 998.70	$ 314.82	$ 1,574.10	$ 262.58	$ 1,312.90
5	Installation of LED Post Top/Decorative Fixture, LABOR ONLY	per UNIT	5	$ 248.85	$ 1,244.25	$ 224.00	$ 1,120.00	$ 199.74	$ 998.70	$ 419.76	$ 2,098.80	$ 262.58	$ 1,312.90
6	Installation of Asset Management Node, LABOR ONLY	per UNIT	50	$ 55.30	$ 2,765.00	$ 141.00	$ 7,050.00	$ 199.74	$ 9,987.00	$ 222.60	$ 11,130.00	$ 262.58	$ 13,129.00
7	Re-setting Asset Management Node, LABOR ONLY	per UNIT	150	$ 55.30	$ 8,295.00	$ 141.00	$ 21,150.00	$ 199.74	$ 29,961.00	$ 222.60	$ 33,390.00	$ 262.58	$ 39,387.00
8	Arm and Fixture transfer to new pole, LABOR ONLY	per UNIT	10	$ 553.00	$ 5,530.00	$ 731.00	$ 7,310.00	$ 798.95	$ 7,989.50	$ 629.64	$ 6,296.40	$ 982.61	$ 9,826.10
9	Installation of 20'-35' Single Mast Arm Pole (To existing base), LABOR ONLY	per UNIT	2	$ 829.50	$ 1,659.00	$ 1,254.00	$ 2,508.00	$ 1,198.42	$ 2,396.84	$ 1,259.28	$ 2,518.56	$ 1,470.52	$ 2,941.04
10	Installation of 20'-35' Single Davit Pole(To existing base), LABOR ONLY	per UNIT	5	$ 829.50	$ 4,147.50	$ 1,254.00	$ 6,270.00	$ 1,198.42	$ 5,992.10	$ 1,259.28	$ 6,296.40	$ 1,470.52	$ 7,352.60
11	Installation of 35'-40' Wood Pole, M/L	per UNIT	1	$ 3,649.80	$ 3,649.80	$ 1,933.00	$ 1,933.00	$ 1,597.89	$ 1,597.89	$ 2,017.18	$ 2,017.18	$ 1,960.61	$ 1,960.61
12	Removal of 35'-40' Wood Pole, LABOR ONLY	per UNIT	1	$ 1,880.20	$ 1,880.20	$ 642.00	$ 642.00	$ 599.21	$ 599.21	$ 1,259.28	$ 1,259.28	$ 745.71	$ 745.71
13	Installation of Town ID Number & Lettering on Town Pole (No Wood), LABOR ONLY	per UNIT	5	$ 82.95	$ 414.75	$ 94.00	$ 470.00	$ 99.87	$ 499.35	$ 162.71	$ 813.55	$ 123.70	$ 618.50
14	Installation of Town ID Number & Lettering on Wood Poles, LABOR ONLY	per UNIT	5	$ 66.36	$ 331.80	$ 94.00	$ 470.00	$ 99.87	$ 499.35	$ 162.71	$ 813.55	$ 123.70	$ 618.50
15	Installation of Fuse Kit, LABOR ONLY	per UNIT	15	$ 221.20	$ 3,318.00	$ 193.00	$ 2,895.00	$ 99.87	$ 1,498.05	$ 467.46	$ 7,011.90	$ 123.70	$ 1,855.50
16	Installation of Fuse, LABOR ONLY	per UNIT	50	$ 55.30	$ 2,765.00	$ 73.00	$ 3,650.00	$ 99.87	$ 4,993.50	$ 318.27	$ 15,913.50	$ 123.70	$ 6,185.00
17	Installation of Hand Hole, M/L	per UNIT	5	$ 110.60	$ 553.00	$ 2,090.00	$ 10,450.00	$ 1,597.89	$ 7,989.45	$ 3,304.02	$ 16,520.10	$ 1,953.54	$ 9,767.70
18	Install transformer breakaway base and reinstall existing pole on existing base, M (base) / L	per UNIT	10	$ 1,659.00	$ 16,590.00	$ 1,776.00	$ 17,760.00	$ 1,597.89	$ 15,978.90	$ 1,583.64	$ 15,836.40	$ 1,953.54	$ 19,535.40
19	Removal of 10'-14' (Mounting Height) fiberglass decorative pole and dispose of, LABOR ONLY	per UNIT	2	$ 387.10	$ 774.20	$ 810.00	$ 1,620.00	$ 1,597.89	$ 3,195.78	$ 839.52	$ 1,679.04	$ 1,953.54	$ 3,907.08
20	Removal of 20'-30' metal Single Mast or Davit and dispose of, LABOR ONLY	per UNIT	2	$ 442.40	$ 884.80	$ 810.00	$ 1,620.00	$ 1,597.89	$ 3,195.78	$ 1,259.28	$ 2,518.56	$ 1,953.54	$ 3,907.08
21	Removal concrete pole up to 15' and foundation up to 4' tall and 18" diameter and dispose. Install Town Provided Direct Bury Pole, LABOR ONLY	per UNIT	1	$ 3,318.00	$ 3,318.00	$ 2,090.00	$ 2,090.00	$ 2,396.84	$ 2,396.84	$ 3,101.56	$ 3,101.56	$ 2,788.42	$ 2,788.42
22	Removal of concrete foundation up to 4' tall 18" wide diameter and dispose of. Install Town Provided Direct Bury Pole, LABOR ONLY	per UNIT	1	$ 3,318.00	$ 3,318.00	$ 2,195.00	$ 2,195.00	$ 2,396.84	$ 2,396.84	$ 3,101.56	$ 3,101.56	$ 2,788.42	$ 2,788.42
23	Pole Structural integrity assessment, LABOR ONLY	per UNIT	5	$ 387.10	$ 1,935.50	$ 182.00	$ 910.00	$ 998.68	$ 4,993.40	$ 157.41	$ 787.05	$ 1,088.92	$ 5,444.60
24	Reset a leaning direct burial pole, LABOR ONLY	per UNIT	15	$ 442.40	$ 6,636.00	$ 757.00	$ 11,355.00	$ 798.95	$ 11,984.25	$ 1,259.28	$ 18,889.20	$ 994.28	$ 14,914.20
25	Install new concrete foundation for Single Mast or Davit Pole up to 35', LABOR ONLY	per UNIT	2	$ 2,212.00	$ 4,424.00	$ 1,254.00	$ 2,508.00	$ 2,197.10	$ 4,394.20	$ 1,364.22	$ 2,728.44	$ 3,185.88	$ 6,371.76
26	Installation of Underground #10 Copper Wire M/L	per FOOT	100	$ 38.71	$ 3,871.00	$ 3.66	$ 366.00	$ 40.19	$ 4,019.00	$ 49.48	$ 4,948.00	$ 43.74	$ 4,374.00
27	Installation of Overhead #6 Aluminum Duplex Wire M/L	per FOOT	100	$ 5.53	$ 553.00	$ 3.76	$ 376.00	$ 40.19	$ 4,019.00	$ 9.46	$ 946.00	$ 43.74	$ 4,374.00
28	Installation of Underground #6 Copper Duplex Wire, No Digging M/L	per FOOT	100	$ 41.48	$ 4,148.00	$ 44.15	$ 4,415.00	$ 40.19	$ 4,019.00	$ 54.52	$ 5,452.00	$ 43.74	$ 4,374.00
29	Installation of #4 Triplex Wire M/L	per FOOT	100	$ 7.19	$ 719.00	$ 4.70	$ 470.00	$ 40.19	$ 4,019.00	$ 14.71	$ 1,471.00	$ 43.74	$ 4,374.00
30	Installation of 1/O Aluminum Triplex Wire M/L	per FOOT	100	$ 7.74	$ 774.00	$ 7.89	$ 789.00	$ 40.19	$ 4,019.00	$ 21.09	$ 2,109.00	$ 43.74	$ 4,374.00
31	Installation of #4 Dead End Grip	per UNIT	10	$ 132.72	$ 1,327.20	$ 26.00	$ 260.00	$ 30.05	$ 300.50	$ 220.48	$ 2,204.80	$ 32.77	$ 327.70
32	Installation of 139 Connector H Type	per UNIT	10	$ 6.64	$ 66.40	$ 41.00	$ 410.00	$ 60.11	$ 601.10	$ 215.18	$ 2,151.80	$ 65.57	$ 655.70
33	Boring, includes conduit, wire & misc. materials M/L	per FOOT	100	$ 110.60	$ 11,060.00	$ 110.00	$ 11,000.00	$ 181.28	$ 18,128.00	$ 68.24	$ 6,824.00	$ 195.70	$ 19,570.00
34	Paint entire fiberglass pole up to 15' height with black paint M/L	per UNIT	5	$ 387.10	$ 1,935.50	$ 262.00	$ 1,310.00	$ 488.02	$ 2,440.10	$ 446.26	$ 2,231.30	$ 531.48	$ 2,657.40
35	Remove and replace concrete sidewalk or driveway apron, 6" depth M/L	per sq foot	200	$ 11.06	$ 2,212.00	$ 20.38	$ 4,076.00	$ 33.99	$ 6,798.00	$ 46.64	$ 9,328.00	$ 38.63	$ 7,726.00
36	Supply and install glass tinting on one side of decorative fixture only M/L	Per PANEL	5	$ 331.80	$ 1,659.00	$ 219.00	$ 1,095.00	$ 199.74	$ 998.70	$ 645.54	$ 3,227.70	$ 226.97	$ 1,134.85
37	Minor Tree trimming	per tree	5	$ 414.75	$ 2,073.75	$ 365.00	$ 1,825.00	$ 199.74	$ 998.70	$ 1,888.92	$ 9,444.60	$ 226.97	$ 1,134.85
38	Lawn Restoration	per sq foot	100	$ 11.06	$ 1,106.00	$ 5.22	$ 522.00	$ 24.09	$ 2,409.00	$ 6.40	$ 640.00	$ 28.46	$ 2,846.00
39	Supply and Install a missing pole hand hole cover, aka Angel Guard, M/L	per UNIT	20	$ 82.95	$ 1,659.00	$ 96.00	$ 1,920.00	$ 132.22	$ 2,644.40	$ 236.38	$ 4,727.60	$ 150.16	$ 3,003.20
40	Lineman Reg. Time	per HOUR	10	$ 160.37	$ 1,603.70	$ 149.00	$ 1,490.00	$ 199.74	$ 1,997.40	$ 163.61	$ 1,636.10	$ 218.24	$ 2,182.40
41	Groundman Reg. Time	per HOUR	10	$ 165.90	$ 1,659.00	$ 126.00	$ 1,260.00	$ 184.53	$ 1,845.30	$ 142.23	$ 1,422.30	$ 200.38	$ 2,003.80
42	Flagger Reg. Time	per HOUR	10	$ 121.66	$ 1,216.60	$ 114.95	$ 1,149.50	$ 184.53	$ 1,845.30	$ 143.10	$ 1,431.00	$ 200.38	$ 2,003.80
43	Bucket truck	per HOUR	10	$ 154.84	$ 1,548.40	$ 75.00	$ 750.00	$ 70.25	$ 702.50	$ 33.92	$ 339.20	$ 75.86	$ 758.60
44	Digger Derrick	per HOUR	10	$ 176.96	$ 1,769.60	$ 75.00	$ 750.00	$ 70.25	$ 702.50	$ 45.58	$ 455.80	$ 75.86	$ 758.60
45	Pole Trailer	per HOUR	10	$ 66.36	$ 663.60	$ 24.00	$ 240.00	$ 22.66	$ 226.60	$ 5.30	$ 53.00	$ 24.37	$ 243.70
46	Dump Truck	per HOUR	10	$ 248.85	$ 2,488.50	$ 53.00	$ 530.00	$ 66.11	$ 661.10	$ 30.74	$ 307.40	$ 66.25	$ 662.50
47	Small Cat 50 Excavator + Trailer	per HOUR	10	$ 182.49	$ 1,824.90	$ 83.00	$ 830.00	$ 91.35	$ 913.50	$ 26.50	$ 265.00	$ 90.75	$ 907.50
48	Utility Truck	per HOUR	10	$ 66.36	$ 663.60	$ 33.00	$ 330.00	$ 38.47	$ 384.70	$ 38.16	$ 381.60	$ 38.38	$ 383.80
49	Pickup Truck	per HOUR	10	$ 77.42	$ 774.20	$ 31.00	$ 310.00	$ 26.06	$ 260.60	$ 11.66	$ 116.60	$ 27.81	$ 278.10
50	Crash Truck/Atennuater truck	per HOUR	10	$ 66.36	$ 663.60	$ 58.00	$ 580.00	$ 81.58	$ 815.80	$ 38.16	$ 381.60	$ 88.58	$ 885.80
51	SCHEDULED MAINTENANCE; FIELD CHANGE PAYMENT ITEM	FIXED	1	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
				Total	**$ 260,400.35**	Total	$300,859.50	Total	$ 350,160.08	Total	$ 384,224.53	Total	$ 414,541.82

CONTRACT AMENDMENT FORM

CONTRACT AMENDMENT #: 1

TOWN JOB NO: 2023.034A
PIN: N/A

Job Designation: LED Street Light Maintenance

Contractor: Concrete Applied Technologies Corp, 1266 Townline Road, Alden, NY 14004

DESCRIPTION:

This Contract Amendment modifies the Contract previously awarded by the Town of Amherst on October 1, 2024 for LED Street Light Maintenance services. The amendment includes the addition of Alternate Bid Items 1 through 51 and extends the contract term for services through December 31, 2026.

JUSTIFICATION:

The Contractor has performed satisfactorily during the base bid contractual period. Extending the contract into a second year under the publicly bid Alternate Items will allow uninterrupted maintenance of the Town's streetlight infrastructure and maintain competitively established unit prices.

SCOPE:	Unit	Unit Cost	Quantity	Cost
Alternate Bid Items 1-51	**See Attached Alternate Bid Tabulation**			**By Item**

CONTACT AMENDMENT 1: **Alternate Bid Items 1-51 (Year 2; Jan 1, 2026 – December 31, 2026)**

ACCEPTED BY CONTRACTOR, Concrete Applied Technologies Corp, 1266 Townline Road, Alden, NY 14004

Michael Salvadore DATE: 11/20/25
Signature

Micheal Salvadore
President

APPROVED BY TOWN OF AMHERST:

_____ DATE: _____
Signature

Brian Kulpa
Town Supervisor

Attachment: Attachments_TBitem_2023.034A (RES-2025-1009 : LED Street Light Maintenance – Contact Amendment)

CHANGE ORDER 1 - LED STREET LIGHT MAINTENANCE EXTENSION; CATCO			Alternate Bid - CATCO January 1, 2026 - Dec. 31, 2026
ITEM #	DESCRIPTION	UNIT TYPE	UNIT PRICE - BASE BID
1	Investigation Only of No Current Overhead Wiring (per crew)	Per Hour	$ 359.45
2	Investigation Only of No Current Underground Wiring (per crew)	Per Hour	$ 359.45
3	Installation of Fiberglass direct bury Pole up to 18' (Mounting Height), LABOR ONLY	per UNIT	$ 774.20
4	Installation of LED Cobra head Fixture, LABOR ONLY	per UNIT	$ 248.85
5	Installation of LED Post Top/Decorative Fixture, LABOR ONLY	per UNIT	$ 248.85
6	Installation of Asset Management Node, LABOR ONLY	per UNIT	$ 55.30
7	Re-setting Asset Management Node, LABOR ONLY	per UNIT	$ 55.30
8	Arm and Fixture transfer to new pole, LABOR ONLY	per UNIT	$ 553.00
9	Installation of 20'-35' Single Mast Arm Pole (To existing base), LABOR ONLY	per UNIT	$ 829.50
10	Installation of 20'-35' Single Davit Pole(To existing base), LABOR ONLY	per UNIT	$ 829.50
11	Installation of 35'-40' Wood Pole, M/L	per UNIT	$ 3,649.80
12	Removal of 35'-40' Wood Pole, LABOR ONLY	per UNIT	$ 1,880.20
13	Installation of Town ID Number & Lettering on Town Pole (No Wood), LABOR ONLY	per UNIT	$ 82.95
14	Installation of Town ID Number & Lettering on Wood Poles, LABOR ONLY	per UNIT	$ 66.36
15	Installation of Fuse Kit, LABOR ONLY	per UNIT	$ 221.20
16	Installation of Fuse, LABOR ONLY	per UNIT	$ 55.30
17	Installation of Hand Hole, M/L	per UNIT	$ 110.60
18	Install transformer breakaway base and reinstall existing pole on existing base, M (base) / L	per UNIT	$ 1,659.00
19	Removal of 10'-14' (Mounting Height) fiberglass decorative pole and dispose of, LABOR ONLY	per UNIT	$ 387.10
20	Removal of 20'-30' metal Single Mast or Davit and dispose of, LABOR ONLY	per UNIT	$ 442.40
21	Removal concrete pole up to 15' and foundation up to 4' tall and 18" diameter and dispose. Install Town Provided Direct Bury Pole, LABOR ONLY	per UNIT	$ 3,318.00
22	Removal of concrete foundation up to 4' tall 18" wide diameter and dispose of. Install Town Provided Direct Bury Pole, LABOR ONLY	per UNIT	$ 3,318.00
23	Pole Structural integrity assessment, LABOR ONLY	per UNIT	$ 387.10
24	Reset a leaning direct burial pole, LABOR ONLY	per UNIT	$ 442.40
25	Install new concrete foundation for Single Mast or Davit Pole up to 35', LABOR ONLY	per UNIT	$ 2,212.00
26	Installation of Underground #10 Copper Wire M/L	per FOOT	$ 38.71
27	Installation of Overhead #6 Aluminum Duplex Wire M/L	per FOOT	$ 5.53
28	Installation of Underground #6 Copper Duplex Wire, No Digging M/L	per FOOT	$ 41.48
29	Installation of #4 Triplex Wire M/L	per FOOT	$ 7.19
30	Installation of 1/O Aluminum Triplex Wire M/L	per FOOT	$ 7.74
31	Installation of #4 Dead End Grip	per UNIT	$ 132.72
32	Installation of 139 Connector H Type	per UNIT	$ 6.64
33	Boring, includes conduit, wire & misc. materials M/L	per FOOT	$ 110.60
34	Paint entire fiberglass pole up to 15' height with black paint M/L	per UNIT	$ 387.10
35	Remove and replace concrete sidewalk or driveway apron, 6" depth M/L	per sq foot	$ 11.06
36	Supply and install glass tinting on one side of decorative fixture only M/L	Per PANEL	$ 331.80
37	Minor Tree trimming	per tree	$ 414.75
38	Lawn Restoration	per sq foot	$ 11.06
39	Supply and Install a missing pole hand hole cover, aka Angel Guard, M/L	per UNIT	$ 82.95
40	Lineman Reg. Time	per HOUR	$ 160.37
41	Groundman Reg. Time	per HOUR	$ 165.90
42	Flagger Reg. Time	per HOUR	$ 121.66
43	Bucket truck	per HOUR	$ 154.84
44	Digger Derrick	per HOUR	$ 176.96
45	Pole Trailer	per HOUR	$ 66.36
46	Dump Truck	per HOUR	$ 248.85
47	Small Cat 50 Excavator + Trailer	per HOUR	$ 182.49
48	Utility Truck	per HOUR	$ 66.36
49	Pickup Truck	per HOUR	$ 77.42
50	Crash Truck/Attenuator truck	per HOUR	$ 66.36
51	SCHEDULED MAINTENANCE; FIELD CHANGE PAYMENT ITEM	FIXED	$ 50,000.00

Attachment: Attachments_TBitem_2023.034A (RES-2025-1009 : LED Street Light Maintenance – Contact Amendment)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Highway
Initiated by: **Vianne Uthman**
Co-Sponsored by:

DOC ID: 31204 **RESOLUTION 2025-1010** **ADOPTED**

Standardization of Multihog Equipment

WHEREAS, the Town of Amherst is in need of purchasing additional Multi-hog Snow Removal Machinery for the Town of Amherst Highway Department; and

WHEREAS, the Town of Amherst has utilized the Multihog product line with current inventory at the Town of Amherst Highway Department; and

WHEREAS, the Town Board of the Town of Amherst is authorized, pursuant to Section 103(5) of the New York State General Municipal Law, to declare a need, for reasons of efficiency and/or economy, for standardization in procurement;

NOW THEREFORE BE IT RESOLVED by the Town Board of the Town of Amherst that there is a need for standardization of a particular type of equipment for the Highway Department's use in sidewalk snow removal; and

BE IT FURTHER RESOLVED by the Town Board of the Town of Amherst that the need for standardization involves the purchase of a product in the Multihog line for the following reasons:

- The Highway Department employees have been currently working with Multihog equipment and are familiar with their operations and functions;
- The Highway Department repair shop personnel have been currently working with repairing our Multihog equipment and inventory of parts on hand for these pieces of equipment:
- Multihog has the availability for local service as needed in the past, including warranty work; and

BE IT FURTHER RESOLVED that, based upon the foregoing, there are reasons of efficiency or economy which underlie the need for standardization within the Highway Department to the Multihog product: and

BE IT FURTHER RESOLVED that the Town Board of the Town of Amherst, pursuant to Section 103(5) of the New York General Municipal Law, hereby adopts standardization of the snow removal equipment in the Highway Department to the Multihog product line.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

N/A

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

Guthrie Heli-Arc Inc./Guthrie Sales & Service

6276 Clinton Street Road
Bergen, NY 14416
Phone: 585-494-2600
Fax: 585-494-2662
Email: megr@guthriewny.com

June 16, 2025

To Whom It May Concern:

This letter is to confirm that Guthrie Heli-Arc, Inc. AKA Guthrie Sales & Service is the Multihog distributor in the State of New York, for counties North and West of and including: Chemung, Delaware, Schoharie, Albany & Rensselaer.

As the sole source provider of Multihog products, Guthrie Heli-Arc, Inc. AKA Guthrie Sales & Service is responsible for all machine and associated parts sales, as well as service.

Thank you for your time. If you have any questions, please feel free to contact our Multihog Regional Sales Manager – Tony Duff at 353 (83) 373-6518.

Sincerely,

Meg Ryan

Meg Ryan
President

Attachment: Guthrie Heli - Arc Inc. Mutihog sales & parts (RES-2025-1010 : Standardization of Multihog Equipment)

[redacted]

[redacted]

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31166 **RESOLUTION 2025-1011** **ADOPTED**

Extension of Employee Benefit Consultants CRS #5916

Please authorize the Supervisor to sign an Extension to the original Agreement (RES-2020-318) with Premier Consulting Associates, LLC for Employee Benefit Consulting Services through December 31, 2028.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A9060.0394; $92,700 in 2026, $92,700 in 2027, $92,700 in 2028

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

October 16, 2025

Assured Partners
90A John Muir Drive
Suite 100
Amherst, NY 14228
ATTN: Stacey Hotaling, Senior Vice President Upstate NY
Re: Extension of RFP #201907 – Employee Benefit Consulting Services

Dear Ms. Hotaling:

The Town of Amherst wishes to extend this agreement for an additional contract period, through December 31, 2028, under the same pricing structure, terms and conditions as the original agreement.

This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond **within seven days upon receipt of this request.**

If you wish to extend, please return three signed (3) originals to:
Town of Amherst Human Resources Department, ATTN: Donna Cicero
5583 Main Street
Williamsville, NY 14221

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

✓ Yes, I agree to extend ____ No, I do not wish to extend

Company Name: Assured Partners

Representative (Please print): Stacey Hotaling Title: Senior Vice President Upstate NY

Signature: Stacey Hotaling Date: 10/22/25

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: Extension Memo - AP Benefit Advisors 2026-2028 - signed (RES-2025-1011 : Extension of Employee Benefit Consultants CRS

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31183 **RESOLUTION 2025-1012** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department. Effective December 2, 2025, Temporary, $15.50ph, Step 1 for Abigael Wager.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31184 **RESOLUTION 2025-1013** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department. Effective December 2, 2025, Temporary, $15.80ph, Step 1 for Lilianne Mahoney.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31185 **RESOLUTION 2025-1014** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department (2 positions). Effective December 2, 2025, Temporary, $16.00ph, Step 1 for Lee Kenneth-Walsh and Dominic Enders.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31186 **RESOLUTION 2025-1015** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department. Effective December 2, 2025, Temporary, $16.40ph, Step 4 for Quinn Rotella.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31187 **RESOLUTION 2025-1016** **ADOPTED**

Recreation Specialist - PT/Youth & Recreation

Please appoint a Recreation Specialist - PT to the Youth & Recreation Department. Effective December 2, 2025, Temporary, $17.50ph, Step 1 for Ashley Latchford.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31198 **RESOLUTION 2025-1017** **ADOPTED**

Youth Service Program Coordinator/Youth & Recreation

Please appoint a Youth Service Program Coordinator to the Youth & Recreation Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective December 2, 2025, at an annual salary of $50,807, Grade 10, Step C for Jaclyn Brant.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31199 **RESOLUTION 2025-1018** **ADOPTED**

Program Leader - Youth/Youth & Recreation

Please appoint a Program Leader-Youth to the Youth & Recreation Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective December 2, 2025, at an annual salary of $43,803, Grade 9, Step A for Jacob Collins.

Contingent upon completing all pre-employment requirements.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31200 **RESOLUTION 2025-1019** **ADOPTED**

Laborer/Youth & Recreation Department

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 2, 2025 at an hourly rate of $18.96, Grade 3, Step A for Austin Bush.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31189 **RESOLUTION 2025-1020** **DEFEATED**

Sidewalk Waiver Request – SWW-2025-04; 681 Frankhauser Road

Sidewalk Waiver Request – SWW-2025-04; property located at 681 Frankhauser Road (SBL# 55.17-5-79). Forbes Capretto Homes, Petitioner.

12/1/2025
A motion to deny was made by Councilmember Marinucci, seconded by Councilmember Berger and was approved 4-1 (nay, Szukala).

FINANCIAL IMPACT:

None

RESULT:	**DEFEATED [4 TO 1]**
MOVER:	Angela Marinucci, Councilmember
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Marinucci
NAYS:	Szukala

Amherst

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

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

Town Board Agenda of December 1, 2025

MEMORANDUM November 20, 2025

TO: Fran Spoth, Town Clerk
Honorable Town Board

FROM: Daniel C. Howard, AICP, Planning Director DCH

SUBJECT: SIDEWALK WAIVER REQUEST – **SWW-2025-04;**
Property Located At **681 FRANKHAUSER ROAD** (SBL# 55.17-5-79).
FORBES CAPRETTO HOMES, PETITIONER.

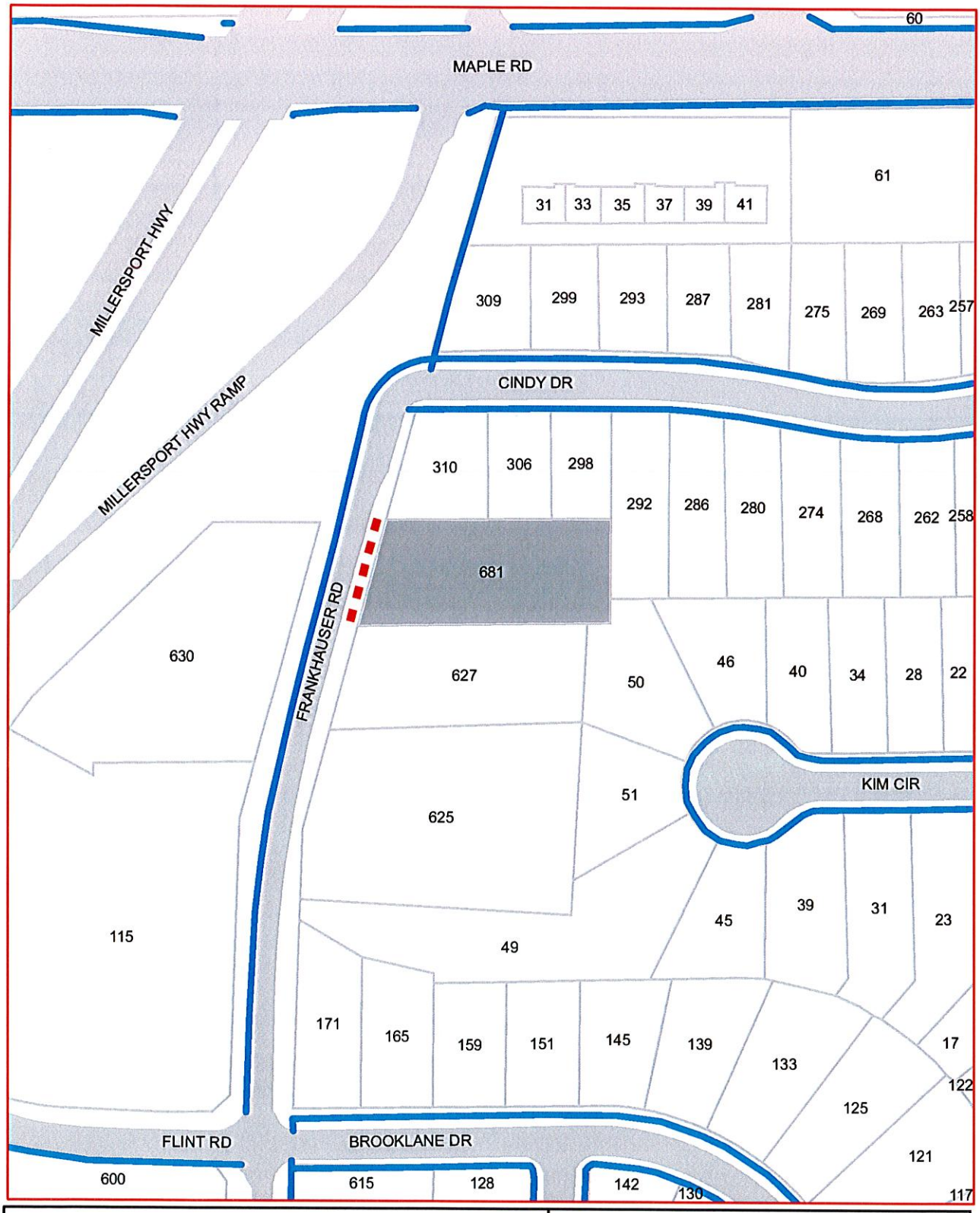
The subject request has been reviewed by the Planning and Engineering Departments and **will be placed on the December 1, 2025 Town Board agenda under the Planning Director's report** for decision by the Board. Attached find the reviews from the departments which give their recommendations.

Should you have any questions please contact this office at (716) 631-7051.

Thank you.

DH/ac
Att.
X:\Current_Planning\Files\Sidewalk Waivers\SWW 2025\SWW-2025-04_(681_Frankhauser_Rd)_2025\SWW-2025-04_TB Agenda_120125.doc
cc: Daniel J. Ulatowski, Assistant Planning Director
Town Attorney
Building Department
Chris Schregel, Engineering Department
Julie Rauscher, Forbes Capretto Homes, 470 Cayuga Road, Cheektowaga, NY 14225

Attachment: SWW-2025-04 TB packet 120125 (RES-2025-1020 : SWW-2025-04; 681 Frankhauser Road)



SWW-2025-04

Request to Waive Required Sidewalk
Property Loacted at 681 Frankhauser Road

Forbes Capretto Homes, Petitioner

October 2025

681 Frankhauser Road

Existing Public Sidewalk

Requested Sidewalk Waiver Location

Prepared by the Town of Amherst Planning Department

Attachment: SWW-2025-04 TB packet 120125 (RES-2025-1020 : SWW-2025-04; 681 Frankhauser Road)

RECEIVED
OCT 10 2025
TOWN OF AMHERST
PLANNING DEPT.

TOWN OF AMHERST

TRAFFIC SAFETY BOARD

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

MICHAEL SZUKALA
Councilmember & Liaison Officer

ERIC FRAAS
Chairman

CYNTHIA J. SELDEN
Vice Chairman

CHRISTOPHER P. SCHREGEL
Traffic Safety Coordinator

MEMBERS

DANIEL J. RIDER, P.E.
MAXWELL KAHN
KEVIN CANTWELL
HELAINE SANDERS
NICHOLAS J. ALTERIO
CARA BIDDLECOM
PATRICIA DUNNE

DEPT. LIAISONS

SCOTT MARSHALL
Planning

CAPT. CHARLES PERSONS
Police

WILLIAM PRENEVAU
Building

AL SPOTH
Highway

October 8, 2025

TO: Daniel Howard, AICP, Planning Director

FROM: Christopher P. Schregel – Traffic Safety Coordinator

SUBJECT: Sidewalk Waiver Request – **SWW-2025-04**
(SBL# 55.17-5-79)

ADDRESS: 681 Frankhauser Road

PETITIONER Forbes Capretto Homes

X **SIDEWALK WAIVER REQUEST IS**

X **DENIED**

Reason:
A 4-foot wide sidewalk is constructable within the available right-of-way.

Note:
1. Engineering Department review is solely based on constructability at this specific lot. Sidewalk network connectivity, destinations, and likelihood of pedestrian travel is not considered as part of this specific review.

Community Service For Over 60 years ATSB

CPS
Cc Mark S. Berke, Commissioner of Buildings
Francina J. Spoth, Town Clerk
Julie Rauscher, Forbes Capretto Homes, 470 Cayuga Road, Cheektowaga, NY 14225

Attachment: SWW-2025-04 TB packet 120125 (RES-2025-1020 : SWW-2025-04; 681 Frankhauser Road)

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa
Supervisor

Daniel C. Howard,
Planning Direct

Daniel J. Ulatowski,
Assistant Planning D

MEMORANDUM

November 18, 2025

TO: Daniel C. Howard, AICP, Planning Director

FROM: Planning Department, Scott A. Marshall, Principal Planner

SUBJECT: Sidewalk Waiver Request; **SWW-2025-04**, property located at **681 Frankhauser Road** (SBL # 55.17-5-79).
Forbes Capretto Homes, petitioner.

The subject property is located on the east side of Frankhauser Road, 545± feet north of the intersection of Frankhauser Road, Flint Road, and Brookland Drive. This interior parcel has 112.5± feet of frontage on Frankhauser Road on the east side of the street. Frankhauser Road is classified as a local road in Figure 9 of the Town of Amherst Comprehensive Plan.

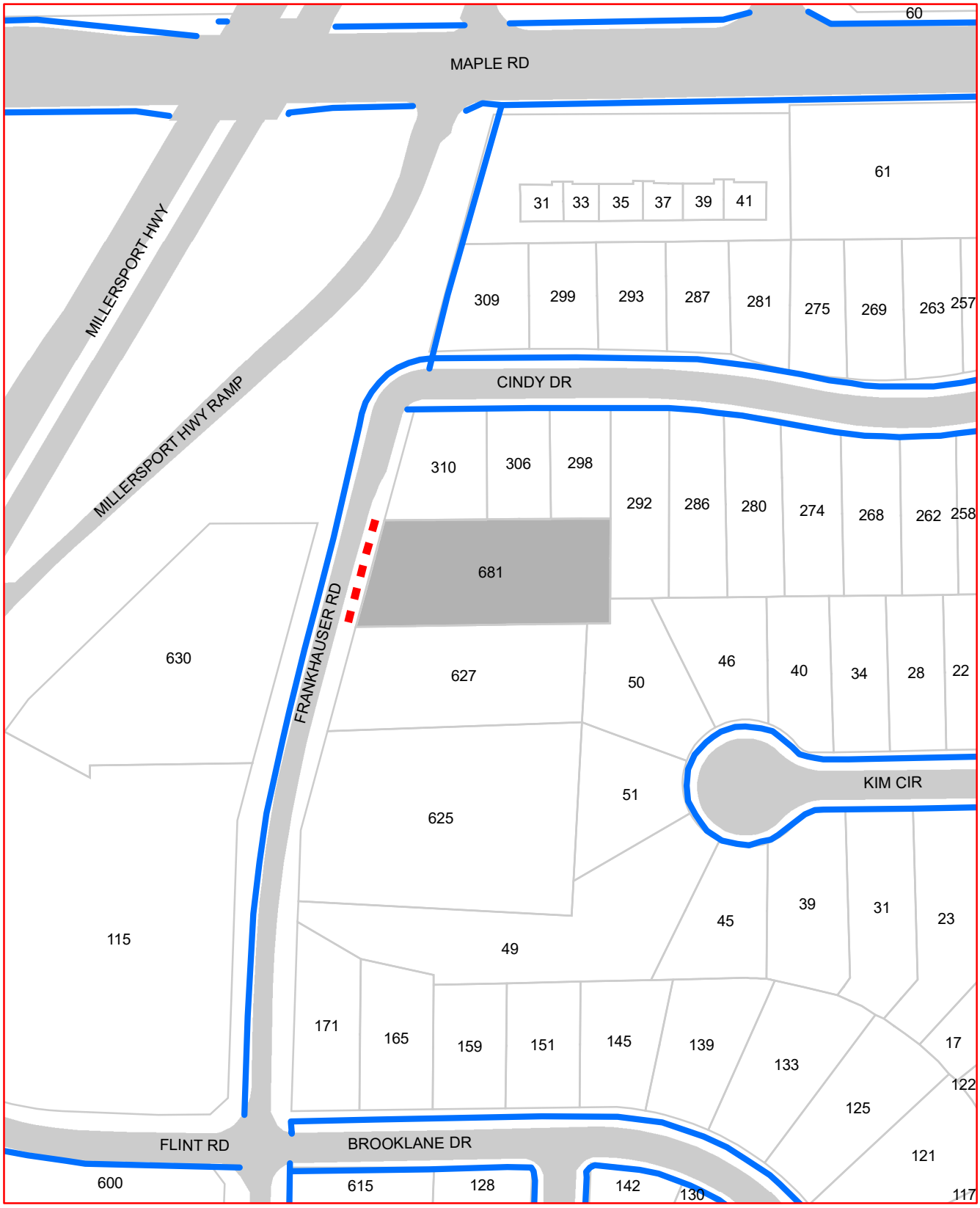
The area is residential in character, comprised of single-family homes consistent with the Town of Amherst Comprehensive Plan, which calls for single-family residential throughout that area. The Brook Run Estates Part 1, 2, and 4 subdivisions surround the subject property on the north east and south sides.

The petitioner is requesting that the portion of sidewalk along the east side frontage of 681 Frankhauser Road be waived. The petitioner claims that there are no sidewalks in the neighborhood. Upon field inspection by staff, there are indeed no sidewalks on the east side of Frankhauser Road along the 775± foot road segment. There are sidewalks on the west side of Frankhauser Road and in all the surrounding subdivisions of the subject site.

It is the staff's recommendation that sidewalks can be accommodated within the Frankhauser Road right-of-way and that the subject request should be denied. The Town Board should also request that the Town of Amherst Sidewalk Technical Review Committee make a determination on installing the missing sidewalk on the east side of Frankhauser Road between Brooklane and Cindy Drives to complete the sidewalk network in the neighborhood.

SM/JQ/ac
Att:
X:\Current_Planning\Files\Sidewalk Waivers\SWW 2025\SWW-2025-04_(681_Frankhauser_Rd)_2025\SWW-2025-04_Pln_Dpt_Rvw_111825.docx
cc: Daniel Ulatowski, Zoning Enforcement Officer
Steven Bengart, Town Attorney
Mark S. Berke, Commissioner of Building
Chris Schregel, Engineering Services
Forbes Capretto Homes

Attachment: SWW-2025-04 TB packet 120125 (RES-2025-1020 : SWW-2025-04; 681 Frankhauser Road)



SWW-2025-04

Request to Waive Required Sidewalk
Property Loacted at 681 Frankhauser Road

Forbes Capretto Homes, Petitioner

October 2025

681 Frankhauser Road
Existing Public Sidewalk
Requested Sidewalk Waiver Location

Prepared by the Town of Amherst Planning Department

Attachment: SWW-2025-04 TB packet 120125 (RES-2025-1020 : SWW-2025-04; 681 Frankhauser Road)

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Di

MEMORANDUM

November 18, 2025

TO: Daniel C. Howard, AICP, Planning Director

FROM: Planning Department, Scott A. Marshall, Principal Planner

SUBJECT: Sidewalk Waiver Request; **SWW-2025-04**, property located at **681 Frankhauser Road** (SBL # 55.17-5-79).
Forbes Capretto Homes, petitioner.

The subject property is located on the east side of Frankhauser Road, 545± feet north of the intersection of Frankhauser Road, Flint Road, and Brookland Drive. This interior parcel has 112.5± feet of frontage on Frankhauser Road on the east side of the street. Frankhauser Road is classified as a local road in Figure 9 of the Town of Amherst Comprehensive Plan.

The area is residential in character, comprised of single-family homes consistent with the Town of Amherst Comprehensive Plan, which calls for single-family residential throughout that area. The Brook Run Estates Part 1, 2, and 4 subdivisions surround the subject property on the north east and south sides.

The petitioner is requesting that the portion of sidewalk along the east side frontage of 681 Frankhauser Road be waived. The petitioner claims that there are no sidewalks in the neighborhood. Upon field inspection by staff, there are indeed no sidewalks on the east side of Frankhauser Road along the 775± foot road segment. There are sidewalks on the west side of Frankhauser Road and in all the surrounding subdivisions of the subject site.

It is the staff's recommendation that sidewalks can be accommodated within the Frankhauser Road right-of-way and that the subject request should be denied. The Town Board should also request that the Town of Amherst Sidewalk Technical Review Committee make a determination on installing the missing sidewalk on the east side of Frankhauser Road between Brooklane and Cindy Drives to complete the sidewalk network in the neighborhood.

SM/JQ/ac
Att:
X:\Current_Planning\Files\Sidewalk Waivers\SWW 2025\SWW-2025-04_(681_Frankhauser_Rd)_2025\SWW-2025-04_Pln_Dpt_Rvw_111825.docx
cc: Daniel Ulatowski, Zoning Enforcement Officer
Steven Bengart, Town Attorney
Mark S. Berke, Commissioner of Building
Chris Schregel, Engineering Services
Forbes Capretto Homes

Attachment: SWW-2025-04 TB packet 120125 (RES-2025-1020 : SWW-2025-04; 681 Frankhauser Road)

RECEIVED
OCT 10 2025
TOWN OF AMHERST
PLANNING DEPT.

TOWN OF AMHERST

TRAFFIC SAFETY BOARD

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

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Councilmember & Liaison Officer

ERIC FRAAS
Chairman

CYNTHIA J. SELDEN
Vice Chairman

CHRISTOPHER P. SCHREGEL
Traffic Safety Coordinator

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KEVIN CANTWELL
HELAINE SANDERS
NICHOLAS J. ALTERIO
CARA BIDDLECOM
PATRICIA DUNNE

DEPT. LIAISONS

SCOTT MARSHALL
Planning

CAPT. CHARLES PERSONS
Police

WILLIAM PRENEVAU
Building

AL SPOTH
Highway

October 8, 2025

TO: Daniel Howard, AICP, Planning Director

FROM: Christopher P. Schregel – Traffic Safety Coordinator

SUBJECT: Sidewalk Waiver Request – **SWW-2025-04**
(SBL# 55.17-5-79)

ADDRESS: 681 Frankhauser Road

PETITIONER Forbes Capretto Homes

X **SIDEWALK WAIVER REQUEST IS**

X **DENIED**

Reason:
A 4-foot wide sidewalk is constructable within the available right-of-way.

Note:

1. Engineering Department review is solely based on constructability at this specific lot. Sidewalk network connectivity, destinations, and likelihood of pedestrian travel is not considered as part of this specific review.

Community Service For Over 60 years ATSB

CPS
Cc Mark S. Berke, Commissioner of Buildings
Francina J. Spoth, Town Clerk
Julie Rauscher, Forbes Capretto Homes, 470 Cayuga Road, Cheektowaga, NY 14225

Attachment: SWW-2025-04 TB packet 120125 (RES-2025-1020 : SWW-2025-04; 681 Frankhauser Road)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31190 **RESOLUTION 2025-1021** **ADOPTED**

SWW-2025-05, Property Located at 699 Casey Road

Sidewalk Waiver Request – SWW-2025-05, property located at 699 Casey Road (SBL# 42.11-2-24). Fully Completely Inc., Petitioner.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

Amherst

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

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

Town Board Agenda of December 1, 2025

MEMORANDUM November 20, 2025

TO: Fran Spoth, Town Clerk
Honorable Town Board

FROM: Daniel C. Howard, AICP, Planning Director

SUBJECT: SIDEWALK WAIVER REQUEST – **SWW-2025-05,**
Property Located at **699 Casey Road** (SBL# 42.11-2-24).
Fully Completely Inc., Petitioner.

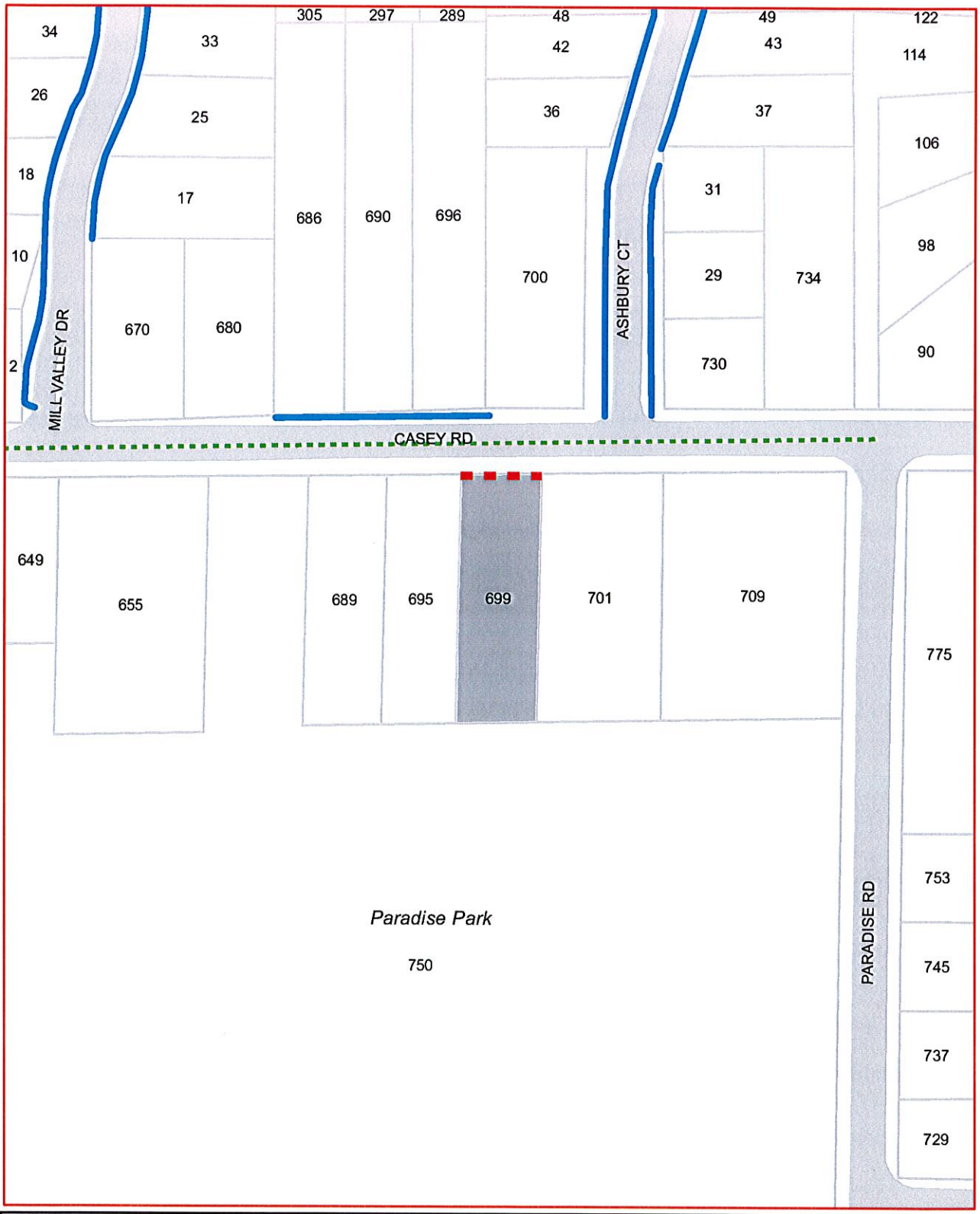
The subject request has been reviewed by the Planning and Engineering Departments and **will be placed on the December 1, 2025 Town Board agenda under the Planning Director's report** for decision by the Board. Attached find the reviews from the departments which give their recommendations.

Should you have any questions please contact this office at (716) 631-7051.

Thank you.

DH/ac
Att.
X:\Current_Planning\Files\Sidewalk Waivers\SWW 2025\SWW-2025-05_(699_Casey_Rd)_2025\SWW-2025-05_TB Agenda_120125.doc
cc: Daniel J. Ulatowski, Assistant Planning Director
Town Attorney
Building Department
Chris Schregel, Engineering Department
Fully Completely Inc., 248 Quail Hollow, East Amherst, NY 14051

Attachment: SWW-2025-05 TB packet 120125 (RES-2025-1021 : Sww-2025-05, 699 Casey Road)



SWW-2025-05

Request to Waive Required Sidewalk
Property Loacted at 699 Casey Road

Fully Completely Inc., Petitioner

October 2025

699 Casey Road
Existing Public Sidewalk
Requested Sidewalk Waiver Location
Existing Bikepath

Prepared by the Town of Amherst Planning Department

Attachment: SWW-2025-05 TB packet 120125 (RES-2025-1021 : Sww-2025-05, 699 Casey Road)

RECEIVED
NOV 20 2025
TOWN OF AMHERST
PLANNING DEPT.

TOWN OF AMHERST
ENGINEERING DEPARTMENT
ERIE COUNTY – NEW YORK
JEFFREY S. BURROUGHS, P.E., TOWN ENGINEER

Memorandum

November 19, 2025

TO: Daniel C. Howard, AICP, Planning Director

FROM: Christopher P. Schregel – Project Manager CPS

SUBJECT: Sidewalk Waiver Request – SWW-2025-05
Petitioner: Fully Completely, Inc.

LOCATION: 699 Casey Road

X SIDEWALK WAIVER IS

X GRANTED

Recommendation:
The Engineering Department recommends that this sidewalk waiver request be granted.

Reasons:
1. Power Pole obstructs the desirable location of a public sidewalk in the limited amount of right-of-way available.
2. Consistent with previous sidewalk waivers that have been granted along this side and section. Ref: SWW-2022-03, SWW-2017-02, And SWW-2016-02

CPS
Cc: Fully Completely Inc., 248 Quail Hollow, East Amherst, 14051

ENGINEERING OFFICE – SEWER MAINTENANCE
1100 N. FOREST ROAD
WILLIAMSVILLE, N.Y. 14221
(716) 631-7154 FAX: (716) 631-7222

WASTEWATER TREATMENT FACILITY – ENVIRONMENTAL CONTROL
455 TONAWANDA CREEK ROAD
AMHERST, N.Y. 14228
(716) 691-9771 FAX: (716) 691-4496

Attachment: SWW-2025-05 TB packet 120125 (RES-2025-1021 : Sww-2025-05, 699 Casey Road)

Amherst

Town of Amherst Planning Department — Erie County, New York

Brian J. Kulp
Supervisor

Daniel C. Howard,
Planning Direc

Daniel J. Ulatowski,
Assistant Planning D

MEMORANDUM

November 18, 2025

TO: Daniel C. Howard, AICP, Planning Director

FROM: Planning Department, Scott A. Marshall, Principal Planner

SUBJECT: Sidewalk Waiver Request; **SWW-2025-05**, property located at **699 Casey Road** (SBL # 42.11-2-24).
Fully Completely, Inc, petitioner.

The subject property is located on the south side of Casey Road, 307± feet west of the intersection of Casey Road and Paradise Road. This interior parcel has 80± feet of frontage on Casey Road on the south side of the street.

The petitioner is requesting that the portion of sidewalk along the parcel frontage of 699 Casey Road be waived. Casey Road is a County Road designated as a collector in Figure 9 of the Town of Amherst Comprehensive Plan. The petitioner indicates that there are no sidewalks on the south side of Casey Road in the adjacent area and utility pole and drainage structure obstructions, and therefore they should not have to install sidewalk along their parcel frontage.

Sidewalks do not currently exist on the south side of Casey Road in the immediate surrounding area, but do exist on the north side of Casey Road. The closest sidewalk on the south side of Casey Road is located approximately 500 feet east of Paradise Road at 751 Casey Road.

The Town Board has previously granted a sidewalk waiver for the adjacent parcel located at 689 and 695 Casey Road and a parcel 400± feet to the west of the subject parcel located at 649 Casey Road. It is the staff's recommendation that the sidewalk waiver be granted with the stipulation that sidewalks be installed at the owner's expense at such time they be deemed necessary by the Town Board.

Additionally, due to the residential character of the area and potential pedestrian movement to Paradise Park at Casey and Paradise Roads, the Town may wish to request that Erie County install sidewalks with any future road improvements.

SM/JQ/ac
Att:
X:\Current_Planning\Files\Sidewalk Waivers\SWW 2025\SWW-2025-05_(699_Casey_Rd)_2025\SWW-2025-05_Pln_Dpt_Rvw_11132025.docx
cc: Daniel Ulatowski, Zoning Enforcement Officer
Steven Bengart, Town Attorney
Mark S. Berke, Commissioner of Building
Chris Schregel, Engineering Services
Fully Completely, Inc.

Attachment: SWW-2025-05 TB packet 120125 (RES-2025-1021 : Sww-2025-05, 699 Casey Road)



SWW-2025-05

Request to Waive Required Sidewalk
Property Loacted at 699 Casey Road

Fully Completely Inc., Petitioner

October 2025

699 Casey Road
Existing Public Sidewalk
Requested Sidewalk Waiver Location
Existing Bikepath

Prepared by the Town of Amherst Planning Department

Attachment: SWW-2025-05 TB packet 120125 (RES-2025-1021 : Sww-2025-05, 699 Casey Road)

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

MEMORANDUM November 18, 2025

TO: Daniel C. Howard, AICP, Planning Director

FROM: Planning Department, Scott A. Marshall, Principal Planner

SUBJECT: Sidewalk Waiver Request; **SWW-2025-05**, property located at **699 Casey Road** (SBL # 42.11-2-24).
Fully Completely, Inc, petitioner.

The subject property is located on the south side of Casey Road, 307± feet west of the intersection of Casey Road and Paradise Road. This interior parcel has 80± feet of frontage on Casey Road on the south side of the street.

The petitioner is requesting that the portion of sidewalk along the parcel frontage of 699 Casey Road be waived. Casey Road is a County Road designated as a collector in Figure 9 of the Town of Amherst Comprehensive Plan. The petitioner indicates that there are no sidewalks on the south side of Casey Road in the adjacent area and utility pole and drainage structure obstructions, and therefore they should not have to install sidewalk along their parcel frontage.

Sidewalks do not currently exist on the south side of Casey Road in the immediate surrounding area, but do exist on the north side of Casey Road. The closest sidewalk on the south side of Casey Road is located approximately 500 feet east of Paradise Road at 751 Casey Road.

The Town Board has previously granted a sidewalk waiver for the adjacent parcel located at 689 and 695 Casey Road and a parcel 400± feet to the west of the subject parcel located at 649 Casey Road. It is the staff's recommendation that the sidewalk waiver be granted with the stipulation that sidewalks be installed at the owner's expense at such time they be deemed necessary by the Town Board.

Additionally, due to the residential character of the area and potential pedestrian movement to Paradise Park at Casey and Paradise Roads, the Town may wish to request that Erie County install sidewalks with any future road improvements.

SM/JQ/ac
Att:
X:\Current_Planning\Files\Sidewalk Waivers\SWW 2025\SWW-2025-05_(699_Casey_Rd)_2025\SWW-2025-05_Pln_Dpt_Rvw_11132025.docx
cc: Daniel Ulatowski, Zoning Enforcement Officer
Steven Bengart, Town Attorney
Mark S. Berke, Commissioner of Building
Chris Schregel, Engineering Services
Fully Completely, Inc.

Attachment: SWW-2025-05 TB packet 120125 (RES-2025-1021 : Sww-2025-05, 699 Casey Road)

TOWN OF AMHERST

ENGINEERING DEPARTMENT

ERIE COUNTY – NEW YORK

JEFFREY S. BURROUGHS, P.E., TOWN ENGINEER

Memorandum

November 19, 2025

TO: Daniel C. Howard, AICP, Planning Director

FROM: Christopher P. Schregel – Project Manager

SUBJECT: Sidewalk Waiver Request – SWW-2025-05
Petitioner: Fully Completely, Inc.

LOCATION: 699 Casey Road

X SIDEWALK WAIVER IS

X GRANTED

Recommendation:
The Engineering Department recommends that this sidewalk waiver request be granted.

Reasons:

1. Power Pole obstructs the desirable location of a public sidewalk in the limited amount of right-of-way available.
2. Consistent with previous sidewalk waivers that have been granted along this side and section. Ref: SWW-2022-03, SWW-2017-02, And SWW-2016-02

CPS
Cc: Fully Completely Inc., 248 Quail Hollow, East Amherst, 14051

ENGINEERING OFFICE – SEWER MAINTENANCE
1100 N. FOREST ROAD
WILLIAMSVILLE, N.Y. 14221
(716) 631-7154 FAX: (716) 631-7222

WASTEWATER TREATMENT FACILITY – ENVIRONMENTAL CONTROL
455 TONAWANDA CREEK ROAD
AMHERST, N.Y. 14228
(716) 691-9771 FAX: (716) 691-4496

Attachment: SWW-2025-05 TB packet 120125 (RES-2025-1021 : Sww-2025-05, 699 Casey Road)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31206 **RESOLUTION 2025-1022** **ADOPTED**

Request for Public Hearing Proposed Zoning Code Text Amendment: Creating an Urban Renewal Area Overlay District (URAOD), ZTA-2023-05

Please schedule a public hearing on December 15, 2025 for a Zoning Code Text Amendment: Creating an Urban Renewal Area Overlay District (URAOD), ZTA-2023-05.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 31177 **RESOLUTION 2025-1023** **ADOPTED**

Contract Extension: New York State University at Buffalo (CRS #5951) Use of Firearms Range at APD HQ

TOWN BOARD AGENDA ITEM : DECEMBER 1, 2025

TO: **Town Board**

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

RE: **Contract Extension: New York State University at Buffalo Use of Firearms Range at APD HQ (CRS #5951)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached contract extension with the New York State University at Buffalo with regard to the above matter. This will extend their current Memorandum of Understanding for the use of the Amherst Police Department Firearms Range. The original agreement was executed on January 5, 2022 (Town Board Resolution #2021-1127/CRS#3077) for a period of five (5) years. It is mutually agreed by both parties to extend the current MOU for an additional five (5) year period with the terms and conditions remaining the same. The extension period for this MOU will run from January 6, 2026 to January 5, 2031. This agreement has successfully completed the Contract Routing Process.

Thank you.

MSL:hs
Attachment
c: Tim Koller, Deputy Town Clerk (w/attachment, Agenda Item: December 1, 2025)

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Revenue: A3120 .05001

Amount: TBD

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

EXTENSION AGREEMENT

Let this document serve as an agreement between the Town of Amherst Police Department and New York State University at Buffalo Police to extend their current Memorandum of Understanding for the use of the Amherst Police Department Firearms Range located at 500 John James Audubon Parkway, Amherst New York 14226. The original agreement was executed on January 5, 2022 (Town Board Resolution #2021-1127) for a period of five (5) years. It is mutually agreed by both parties to extend the current MOU for an additional five (5) year period with the terms and conditions remaining the same. The extension period for this MOU will run from January 6, 2026 to January 5, 2031.

Agreed to and Accepted by:

NEW YORK STATE UNIVERSITY AT BUFFALO POLICE DEPARTMENT

By: _____

Signature

KIMBERLY L. BEATY

Printed Name

CHIEF, UNIVERSITY POLICE

Title

Date: 11-12-2025

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____

Brian J. Kulpa

Date: _____

Attachment: 2025_TOA MOU (RES-2025-1023 : Contract Extension: UB PD: Use of APD HQ Firearms Range (CRS #5951))

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 31182 **RESOLUTION 2025-1024** **ADOPTED**

Quadient Leasing, USA Inc. (CRS #5952) Lease of Postage Machine

TOWN BOARD AGENDA ITEM : DECEMBER 1, 2025

TO: **Town Board**

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

RE: **Quadient Leasing, USA Inc. (CRS #5952)**
Lease of Postage Machine

Kindly adopt a resolution authorizing the Supervisor to execute the attached contract with Quadient Leasing, USA Inc., with regard to the above matter. Approval of this agreement is contingent upon the successful completion of the Contract Routing Process.

Thank you.

MSL:hs
Attachment
c: Tim Koller, Deputy Town Clerk (w/attachment, Agenda Item: December 1, 2025)

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A3120 .4110: Amount: 60 Month Lease: $89.44/month $5,366.40 Total

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

quadient Leasing

Government Product Lease Agreement
with Postage Meter Rental Agreement

Section (A) Office Information

Office Number	Office Name	Phone #	Date
			11/12/2025

Section (B) Billing Information

Company Name	**Town of Amherst Police**		
DBA			
Billing Address	**500 JOHN JAMES AUDUBON PKWY**		
City State Zip+4	**AMHERST**	**NY**	**14228-1131**
Contact Name	**Melissa Lynch**	Phone	**(716) 689-1352**
Contact Title		Fax	
Email Address	**mlynch@apdny**	PO #	

Section (C) Installation Information (if different from billing information)

Company Name	**Town of Amherst Police**		
Installation Address	**500 JOHN JAMES AUDUBON PKWY**		
City State Zip+4	**AMHERST**	**NY**	**14228-1131**
Contact Name	**Melissa Lynch**	Phone	**(716) 689-1352**
Contact Title		Fax	
Email Address	**mlynch@apdny**		
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IX3-P5	iX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status:
- ☐ Taxable
- ☑ Tax Exempt

Certificate attached

Billing Frequency:
- ☐ Monthly
- ☑ Quarterly
- ☐ Annually

Billing Method:
- ☑ Standard
- ☐ Arrears

Number of Months		Monthly Payment (Plus applicable taxes)
First	60	$89.44

Current Lease Number: **N21012008**

☐ ACH (Customer to submit authorization form)

Section (F) Postage Meter & Postage Funding Information

Meter Model	**IX3AI**	Machine Model	**IX3-P5**

Postage Funding Method:
- ☑ Bill Me ☐ Prepay by Check
- ☐ ACH Debit (Submit customer authorization form)
- ☐ OMAS ☐ CPU (include authorization form)

Agency Code Sub Agency Code

Postage Funding Account:
- ☑ POC ☐ TMS
- ☐ New ☑ Existing

Existing Account Number: **8023919**

Service Products (Check all that apply)

- ☑ Online Postal Rates iMeter™ App (SP10)
- ☐ Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
- ☐ Online E-Services with Electronic Return Receipt iMeter™ App (SP35)
- ☐ S.M.A.R.T. Online - USPS Shipping
- ☐ 4G/5G Cell Service
- ☑ Maintenance
- ☑ Installation/Training
- ☐ Software Support for premise (non-cloud) solutions

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here _____.

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, and Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Dealer-V11-2023), which are also available at https://quadientterms.com/Government-Equipment-Lease-Terms-USPS-Dealer-V11-2023, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more Information visit https://www.quadient.com/about-us/sustainable-design-and-manufacturing.

******* SEE PURCHASE ORDER ******

Authorized Signature *Catherine Braisted* — Print Name and Title: Catherine Braisted Director Contracts & Asset Mgmt — Date Accepted: 11/13/2025

Accepted by Quadient Inc. and its Affiliates — Date Accepted

Attachment: Contract for CRS Routing 11.14.2025 (RES-2025-1024 : Quadient Leasing, USA Inc.: Lease of Postage Machine (CRS #5952))

SERVICE AGREEMENT

LINEAGE

AGREEMENT made by and between LINEAGE herein called "the Company" and

Customer name ("Customer") Town of Amherst Police | Customer bill to Same

Equipment address 500 John James Audubon Pkwy | Bill to address, if different

City, State, Zip Amherst NY 14228 | City, State, Zip

EQUIPMENT TO BE COVERED UNDER THIS SERVICE AGREEMENT, herein collectively called ("Machine")

MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MAXIMUM CYCLES Per Paragraph 2
IX3WP5						

Service Plans: – All Plans are subject to the Terms and Conditions below. Date Service to Begin: Installation **Original Lease Term** 60-month

Critical Care Service Plan – Contract Price:_____per month, billed annually plus TAX where applicable. - Customers receive our "premier" service. ALL parts, labor and travel are included at no additional charge. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled as determined by the Company based upon Machine usage. On emergency calls, Customers will receive next call status over lower level or non-contract customers. Customers may also receive up to four (4) hours per year of new operator training or minor program modifications to their original specification at no additional charge.

✓ **Standard Care Service Plan – Contract Price:** Included **per month, billed annually plus TAX where applicable**. – With Standard Ca many of the parts are included at no additional charge. Labor and travel a also included. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled on contracts that have a value greater than twice the Company's currently published hourly labor rate. On emergency calls, Customers will receive a four (4) hour response time (averaged). This Plan does not include any additional operator training after completion of the initial installation of the Machine.

Notes: Price is included in the lease.

The Customer and the Company understand and agree this service agreement includes the Terms and Conditions as follows:

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 failure that results in a loss of these items, the Customer shall be charged at the then current hourly rate for consultation, programming, developmer 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. However, 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 per each additional shift using the Machine.
7. If, in the Company's opinion, the Machine ought to be removed for an overhaul, rebuild, or shop reconditioning because 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 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, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND 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 OPERATION.
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:
   All Products - Consumable supplies including but not limited to: labels, tape pads and rolls, all ink, computer paper, ribbons, sealing and cleaning solution.
   Mailing Machines, Folders/Inserters, Electronic scales - NO EXCLUSIONS
   Letter Openers/Extractors – Rubber rollers and belts limited to two per year
   Barcode Scanners - Cables, lenses
   Printers - Print heads
   Shredders/Bursters - Blades, if rollers are not kept oiled which is a customer responsibility
   Computer Systems – Software, upgrades, application changes, (see paragraph 4 above)
   Shipping Systems - Hardware and/or software required for carrier compliance including rate changes, zone changes or compliance changes
10. The Company's Service is contingent upon the proper use of all equipment. It does not include the following and may result in an additional charge to the Customer:
    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) Accident, transportation, abuse, neglect, 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.
    d) Making specification changes or performing services connected with relocation of equipment, and adding or removing accessories, attachments or other devices;
    e) Such services which are impractical for Company's personnel to render because it alters th Machine and the connection by mechanical or electrical means to another Machine or device;
    f) Service of equipment located in an unsuitable place of installation or in a hazardous, unsafe or threatening environment, as determined by the Company;
    g) Normal operator functions as described in operator's manuals or training after initial installation where training has already been performed;
    h) Problems relating to or caused by hardware and/or software not supplied by Company; anc
    i) Problems relating to or caused by operating environment including heating, air conditioning, humidity and power which are not compliant with the Company's or manufacturer's specificati
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 inconsister 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:**

Attachment: Contract for CRS Routing 11.14.2025 (RES-2025-1024 : Quadient Leasing, USA Inc:: Lease of Postage Machine (CRS #5952))

Attachment: Contract for CRS Routing 11.14.2025 (RES-2025-1024 : Quadient Leasing, USA Inc.: Lease of Postage Machine (CRS #5952))

Addendum to Contract VENDOR ON SITE Minor

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

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

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

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

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

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

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

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Contract for CRS Routing 11.14.2025 (RES-2025-1024 : Quadient Leasing, USA Inc.: Lease of Postage Machine (CRS #5952))

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

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

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

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

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

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

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

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

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

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

Agreed to and Accepted by:

Lineage
Print Name of Company

By: Heather Parzynski
Signature

Heather Parzynski
Printed name

Date: 11/14/25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: Contract for CRS Routing 11.14.2025 (RES-2025-1024 : Quadient Leasing, USA Inc.: Lease of Postage Machine (CRS #5952))

Attachment: Contract for CRS Routing 11.14.2025 (RES-2025-1024 : Quadient Leasing, USA Inc.: Lease of Postage Machine (CRS #5952))

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

Company Name: Lineage

Signature: Heather Parzynski

Print Name: Heather Parzynski

Title: Regional Office Manager

Date: 11/15/25

Sworn To Before Me This

_____ Day of _____, 20___

_____

Notary Public

Heather Parzynski

From: Pouli, Mary-Diana <MPouli@amherst.ny.us>
Sent: Tuesday, March 5, 2024 12:39 PM
To: Heather Parzynski
Cc: David Hillery
Subject: RE: Town of Amherst postage machines

Hi,
Legal said no, so we're all good!
Thank you,
md

From: Heather Parzynski <heatherp@trustlineage.com>
Sent: Tuesday, March 5, 2024 12:17 PM
To: Pouli, Mary-Diana <MPouli@amherst.ny.us>
Cc: David Hillery <dhillery@trustlineage.com>
Subject: RE: Town of Amherst postage machines

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.
Mary – I am in our Kansas City location until the 15th of this month. Why did some of your departments stop needing that form notarized and others have not? Our CFO David Hillery is at our Amherst, NY location and he said he will notarize the form if you can send someone over.

Dave – Please keep a copy as I was informed in the past that I only needed this done once a year for all departments that are requiring it.

Thank You,

Heather Parzynski
Regional Office Manager III

LINEAGE ACCELERATE LINEAGE OPTIMIZE

385 N French Rd, Amherst, NY 14228
Office 716.631.3345
Mobile 716.816.6972

www.TrustLineage.com/Lineage-Accelerate
www.TrustLineage.com/Lineage-Optimize

From: Pouli, Mary-Diana <MPouli@amherst.ny.us>
Sent: Tuesday, March 5, 2024 11:48 AM
To: Heather Parzynski <heatherp@trustlineage.com>
Subject: RE: Town of Amherst postage machines

Attachment: Contract for CRS Routing 11.14.2025 (RES-2025-1024 : Quadient Leasing, USA Inc.: Lease of Postage Machine (CRS #5952))

Client#: 2339702 70WILLIHOL2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/08/2025

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

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

PRODUCER
McGriff, a MMA LLC Company
550 S Caldwell St. Suite 1500
Charlotte, NC 28202
704 954-3000

CONTACT NAME: NC Certificate Team
PHONE (A/C, No, Ext): **FAX (A/C, No):** 888-751-3197
E-MAIL ADDRESS: NCCertificateTeam@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co of America	25666
INSURER B : Travelers Indemnity Company	25658
INSURER C : Travelers Property Casualty Co of Amer	25674
INSURER D : Phoenix Insurance Company	25623
INSURER E :	
INSURER F :	

INSURED
Lineage Buffalo
1629 Cross Beam Drive
Charlotte, NC 28217

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:	X	X	Y6309X501799TIA24	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $5,000 $1,000,000 $3,000,000 $2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BAA28034142414G	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1.000.000 $ $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10000			CUPA28594462414	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE $	$8,000,000 $8,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UBA69338632414G	12/31/2024	12/31/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER
Town of Amherst
5583 Main Street
Williamsville, NY 14221-0000

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
Scott D. Burns

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Attachment: Contract for CRS Routing 11.14.2025 (RES-2025-1024 : Quadient Leasing, USA Inc.: Lease of Postage Machine (CRS #5952))

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Williams Holdings, LLC Lineage Buffalo 385 N. French Rd. Buffalo, NY 14228	704-559-6569 1c. NYS Unemployment Insurance Employer Registration Number of Insured
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1d. Federal Employer Identification Number of Insured or Social Security Number 16-1550256
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St Williamsville, NY 14221	3a. Name of Insurance Carrier Travelers Property Casualty Company of America 3b. Policy Number of Entity Listed in Box "1a" UB-A8898502-24-14-G 3c. Policy effective period 12/31/2024 to 12/31/2025 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

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

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

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

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Melissa L. Forbes
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Melissa L Forbes 02/21/2025
(Signature) (Date)

Title: Licensed Agent/ Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 704-954-3011

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

C-105.2 (9-17) www.wcb.ny.gov

Attachment: Contract for CRS Routing 11.14.2025 (RES-2025-1024 : Quadient Leasing, USA Inc.: Lease of Postage Machine (CRS #5952))

NEW YORK STATE | Workers' Compensation Board

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

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

1a. Legal Name & Address of Insured (use street address only)
ADVANCED BUSINESS MACHINES INC
1629 CROSS BEAM DR
CHARLOTTE, NC 28217

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*
Lineage
385 N French Rd
Amherst NY 14228

1b. Business Telephone Number of Insured
716 +631-3345

1c. Federal Employer Identification Number of Insured or Social Security Number
161226757

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main St
Williamsville, NY 14221

3a. Name of Insurance Carrier
HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a
LNY965861001

3c. Policy effective period
01-01-2025 to 12-31-2025

4. Policy provides the following benefits:
- [X] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

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

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

Date Signed 09-29-2025 By *Elizabeth Tello*
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

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

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

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

State of New York
Workers' Compensation Board

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

Date Signed By
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

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

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: Contract for CRS Routing 11.14.2025 (RES-2025-1024 : Quadient Leasing, USA Inc.: Lease of Postage Machine (CRS #5952))

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 31208 **RESOLUTION 2025-1025** **ADOPTED**

Auction of Sewer Maintenance Surplus Equipment

The Sewer Maintenance Division is seeking to participate in the Auctions International online auction to dispose of old and surplus equipment.

The following equipment is slated for auction:

	ID	Description	VIN/Serial #	Condition
1.	SH-EQ01	Coats 850 Wheel Balancer	0410300724	Fair

Proceeds from the auctioned equipment will be deposited into the Sewer Maintenance operating budget after any outstanding debt has been paid.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 31209 **RESOLUTION 2025-1026** **ADOPTED**

CCTV Sewer Inspection Equipment Cues, Inc. CRS No. 5971

The Engineering Department is requesting the Town Board authorize the attached agreement with Cues, Inc for the purchase of equipment and parts, equipment service and acquisition of rental/loaner equipment. Cues, Inc. is the sole source provider (letter attached) of parts and service for our sewer inspection equipment. We are also requesting a waiver of insurance as this vendor is out of the area and all equipment and service is utilized via third party shipper. This contract shall be valid from January 1, 2026 thru December 31, 2028.

Funding is available within the Engineering Department - Sewer Maintenance operating budget G9000-4300.

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

Thank you for considering this request.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

G9000-4300

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

CUES

November 19, 2025

Town of Amherst
1100 North Forest Rd.
Williamsville, NY 14221

Dear Ms. Goldstein:

CUES is the sole source of genuine CUES Replacement Parts and Service. The following details will outline the many benefits of why to choose CUES as your sole provider.

Sole Source/OEM Justification:

- CUES is the sole manufacturer of the K2 Summit and Granite Net video/footage capture systems. CUES offers an in-house software support team for these systems. Other products on the market are 3rd party add-on programs that CUES in-house support team is unable to support.
- Our Cameras, Transporters, and Lamp II systems are solely manufactured by CUES. We are the sole manufacturer and supplier of these OEM *(Original Equipment Manufacturer)* products, and for the parts used in CUES pipeline inspection and rehabilitation equipment.
- We strongly recommend the use of genuine CUES Parts and Service due to potential compatibility problems. We have recorded instances where non-OEM parts resulted in major damage to the electronic and other systems. The use of non-OEM parts could void CUES warranty and CUES lifetime loaner policy.
- CUES maintains millions of dollars in inventory that eliminates the need to have an extensive parts inventory on- site. Our Manufacturing factory, Customer Support Center and Main Stockroom is in Orlando FL. We also have additional customer support locations throughout the US and Canada to fulfill any Parts or Service needs.
- CUES is the exclusive manufacturing source for our certified factory training. This is designed and distributed solely by CUES Inc. No other vendor can offer this comprehensive training package that is inclusive to CUES products.

100% Full Circle Compatibility Note:
Current CUES equipment is 100% compatible with CUES existing TV equipment without modifications. This allows older equipment to operate on newer TV systems and newer equipment to operate on older TV systems giving you full circle compatibility. Other manufacturers may have components (i.e. Cameras, etc.) that can be modified to operate on existing CUES systems, however this may require special one-of-a-kind cables and/or modifications to the internal electronics of the camera, etc. Any modification to the system's electronics may void the CUES warranty and CUES lifetime loaner policy.

We appreciate your interest in Cues products. If you have any questions, please do not hesitate to contact me at 407.283.6069.

Sincerely,

Jerry Tejchma
Chief Financial Officer

Attachment: Cues Contract Renewal (RES-2025-1026 : CCTV Sewer Inspection Equipment)

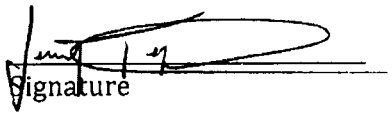
AGREEMENT

Let this document stand as an Agreement between Cues, Inc., the sole source provider for the CCTV Inspection Equipment in the Engineering Department – Sewer Maintenance Division, and the Town of Amherst permitting the Town of Amherst to purchase equipment, parts, rentals/loaners and service equipment as necessary. The term of this contract will be from January 1, 2026 through December 31, 2028.

All interactions between Cues, Inc. and the Town of Amherst are done remotely via third party shipper so insurance requirements are hereby waived.

Agreed to and Accepted by:

CUES, INC.

By: 
Signature

Jerry Tejchma
Printed name

Chief Financial Officer
Title

Date: November 19, 2025

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Cues Contract Renewal (RES-2025-1026 : CCTV Sewer Inspection Equipment)

Addendum to Contract VENDOR NOT ON SITE

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

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

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

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

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

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

Attachment: Cues Contract Renewal (RES-2025-1026 : CCTV Sewer Inspection Equipment)

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

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

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

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

This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

CUES, Inc.
Print Name of Company

By: _____
Signature

Jerry Tejchma
Printed name

Date: November 19, 2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: Cues Contract Renewal (RES-2025-1026 : CCTV Sewer Inspection Equipment)

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

Company Name: CUES, Inc.

Signature:

Print Name: Jerry Tejchma

Title: Chief Financial Officer

Date: November 19, 2025

Sworn To Before Me This

19th Day of November, 2025

Migdalia Medina-Gonzalez

Notary Public

MIGDALIA MEDINA-GONZALEZ
MY COMMISSION # HH 594608
EXPIRES: October 29, 2028

Revised 4.2017

Attachment: Cues Contract Renewal (RES-2025-1026 : CCTV Sewer Inspection Equipment)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 31210 **RESOLUTION 2025-1027** **ADOPTED**

Contract Extension - Bid 2023049 Transportation of Stabilized Sludge Cake & Screenings Stancor LLC. CRS No. 5955

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Stancor LLC. The terms and conditions within the current contract Bid 2023049 – Transportation of Stabilized Sludge Cake & Screenings will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from January 04, 2026 through January 03, 2027.

Funds for this request are available in G9916-4950.

Thank you for considering this request.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-4950

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

AGREEMENT

Let this document stand as an Agreement between Stancor LLC and the Town of Amherst permitting the Town of Amherst to extend their existing contract with Stancor LLC. Both parties agree that the terms and conditions specified in the executed contract, TOA Bid 2023049 including addendum 2023049A shall remain the same. The term of this 12-month contract extension will be from Date of Town Board Approval by the Town of Amherst and run from January 04, 2026 through to January 3, 2027.

Agreed to and Accepted by:
STANCOR LLC

By: _____
Signature

NICHOLAS STANTON
Printed name

PRESIDENT
Title

Date: 9/19/2025

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: TOA - Stancor Agreement Letter (RES-2025-1027 : Contract Extension - Bid 2023049 Transportation of Stabilized Sludge Cake &

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 31211 **RESOLUTION 2025-1028** **ADOPTED**

TOA Bid 2025002 Sodium Hydroxide 50% Solution Slack Chemicals Company, Inc. CRS No.5956

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Slack Chemical Company, Inc. The terms and conditions within Town of Amherst Bid 2025002 Sodium Hydroxide 50% Solution will remain the same. The term of this contract extension will be from February 05, 2026 and run through August 04, 2026.

Funds for this request are available in G9916-4830.

Thank you for considering this request.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-4830

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

AGREEMENT

Let this document stand as an Agreement between Slack Chemical Company, Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with Slack Chemical Company, Inc. Both parties agree that the terms and conditions specified in the executed contract for Sodium Hydroxide 50% Solution, Bid 2025002 would remain the same. The term of this contract extension will be from February 05, 2026 through August 04, 2026 and be effective the date of Town Board approval by the Town of Amherst.

Agreed to and Accepted by:
SLACK CHEMICAL COMPANY, INC.

By: _____
Signature

Derek Davis
Printed name

General Manager
Title

Date: November 18, 2025

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: TOA - Slack Chemeical Agreement (RES-2025-1028 : TOA Bid 2025002 Sodium Hydroxide 50% Solution)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 31212 **RESOLUTION 2025-1029** **ADOPTED**

TOA Bid 2024045 Ferric Chloride Solution PVS Technologies, Inc. CRS No. 5959

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with PVS Technologies, Inc. The terms and conditions within Town of Amherst Bid 2024045 Ferric Chloride Solution will remain the same.

This request is pending successful completion of the contract review process. The term of this contract extension will be from January 03, 2026 and run through January 02, 2027.

Funds for this request are available in G9916-4800.

Thank you for considering this request.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-4800

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

AGREEMENT

Let this document stand as an Agreement between PVS Technologies, Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with PVS Technologies, Inc. Both parties agree that the terms and conditions specified in the executed contract for Ferric Chloride Solution, Bid 2024045 would remain the same. The term of this contract extension will be from January 03, 2026 through January 02, 2027 and be effective the date of Town Board approval by the Town of Amherst.

Agreed to and Accepted by:
PVS Technologies, Inc.

By: _____
Signature

Jonathan S. Taub
Printed name

Secretary
Title

Date: November 13, 2025

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: TOA - PVS Technologies Agreement Letter (RES-2025-1029 : TOA Bid 2024045 Ferric Chloride Solution)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 31214 **RESOLUTION 2025-1030** **ADOPTED**

2026 MOA Renewal for WNY Stormwater Coalition CRS #5949

The Town of Amherst is a voting member of the Western New York Stormwater Coalition. The Engineering Department recommends and requests authorization for the Town Supervisor to sign the attached Memorandum of Agreement with the Western New York Coalition. This agreement is an extension of the existing agreement with the coalition. The annual fee of $2,000.00 will be paid out of H8000-4110.

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

Thank you for considering this request.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

H8000-4110

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

MEMORANDUM OF AGREEMENT
WESTERN NEW YORK STORMWATER COALITION

This MEMORANDUM OF AGREEMENT, by and among owners and operators of small Municipal Separate Storm Sewer Systems ("MS4s"), as follows: Town of Alden, Village of Alden, Town of Amherst, Village of Angola, Town of Aurora, Village of Blasdell, Town of Boston, Buffalo Sewer Authority, Town of Cambria, Town of Cheektowaga, Town of Clarence, Village of Depew, Village of East Aurora, Town of Eden, Town of Elma, Town of Evans, Town of Grand Island, Town of Hamburg, Village of Hamburg, Village of Kenmore, City of Lackawanna, Town of Lancaster, Village of Lancaster, Town of Lewiston, Village of Lewiston, Town of Lockport, Town of Niagara, Niagara Falls Water Board, City of North Tonawanda, Town of Orchard Park, Village of Orchard Park, Town of Pendleton, Town of Porter, Village of Sloan, City of Tonawanda, Town of Tonawanda, Town of West Seneca, Town of Wheatfield, Village of Williamsville, Village of Youngstown, County of Erie, County of Erie - Sewer District #6, County of Niagara, State University of New York at Buffalo, Niagara Frontier Transportation Authority, hereinafter referred to as "Coalition Members," hereby creates the Western New York Stormwater Coalition, as of December 31, 2025.

WHEREAS, the U.S. Environmental Protection Agency's Phase II stormwater regulations (40 C.F.R. Sections 9, 122, 123, and 124) require owners and operators of small MS4s in New York State to obtain/maintain permit coverage under the New York State Department of Environmental Conservation's SPDES General Permit for Stormwater Discharges from MS4s (GP-0-24-001 and subsequent renewals for the term of this Agreement); and

WHEREAS, the U.S. EPA Phase II Stormwater regulations require owners and operators of small MS4s who obtain general permit coverage to develop and enforce a stormwater management program designed to reduce the discharge of pollutants to the maximum extent practicable in order to protect water quality and to satisfy the appropriate water quality requirements of New York State's Environmental Conservation Law and the Clean Water Act; and

WHEREAS, the U.S. EPA Phase II Stormwater regulations, as administered by the New York State Department of Environmental Conservation, encourages owners and operators of small MS4s to cooperate when implementing their Stormwater Management Programs; and

WHEREAS, the owners and operators of small MS4s recognize that, because watersheds and separate storm sewer systems cross municipal boundaries and there are opportunities to save time, money, and energy by working collaboratively, the Coalition members should work together to meet the requirements of the U.S. EPA Phase II Stormwater regulations; and

WHEREAS, the Coalition members recognize the benefits of cooperation to achieve improved water quality and flood control, and;

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WHEREAS, the Coalition members have met on a monthly basis beginning in February of 2001 to collaborate on a shared Stormwater Management Program and pool resources to meet the requirements of the U.S. EPA Phase II Stormwater regulations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. TERM.

The term of this agreement shall be for five years and shall commence on January 1, 2026, and terminate on December 31, 2030, unless extended or renewed.

2. PURPOSE.

To authorize the work of the Western New York Stormwater Coalition whose purpose it is to work collectively to:

A. Facilitate the use of existing or future resources, organizations, and programs for the provision of services necessary to comply with the requirements of the U.S. EPA Phase II Stormwater regulations and the permit conditions of GP-0-24-001 (and subsequent renewals for the term of this Agreement) issued by the New York State Department of Environmental Conservation for all of the Coalition members; and,

B. Protect and/or improve the water quality of local surface water bodies (i.e., streams, rivers, lakes) in accordance with State, County, and local water quality regulations, planning documents and policies; and,

C. Research and implement strategies for compliance with the Phase II Stormwater regulations and GP-0-24-001 (and subsequent renewals for the term of this Agreement); and,

3. MEMBERSHIP.

A. The Chief Executive Officer of each Coalition Member shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition. In the event no permanent representative or alternate has been designated, or no designated permanent representative or alternate is able to act, the supervisor of the town, or mayor of the village or city, or the Chief Executive Officer, as the case may be, or their designee shall serve as the representative on the Coalition.

B. Each member of the Coalition shall have one (1) vote at all meetings. Designated representatives attending on behalf of one or more Coalition member municipalities may

Attachment: WNYSC MOA for Signature (RES-2025-1030 : 2026 MOA Renewal for WNY Stormwater Coalition CRS #5949)

have one (1) vote per client subject to and in conformance with their respective agreements with the Coalition member municipality they are representing.

C. In order to take action the Coalition shall utilize the following quorum requirements:

1. 51% of the voting membership constitutes a quorum for all meetings. For approval of meeting minutes, treasurer's reports, voucher payments, annual reports, annual account designation, budgets, grant applications, plans, programs and related items, approval of 51% of those in attendance shall be required.

2. For actions requiring a supermajority, voting may be permitted by proxy, email, video or teleconferencing.

3. A supermajority of 75% of the coalition membership shall be required for approval of capital budgets, adoption of by-laws and future amendments thereto, including amendments to the annual membership fee.

4. For entering into contracts, there must be 75% approval by the Coalition members, indicated by execution of a signature page.

D. The Coalition shall elect a Chairperson, Vice Chairperson, Treasurer, and Secretary and such other officers as it shall deem appropriate, and for such terms as it shall establish, and shall assign to such officers such responsibility and authority, consistent with this Agreement, as it shall deem appropriate. No member of the Coalition shall receive compensation for services as a member or officer of the Coalition, but members may be reimbursed for expenses previously authorized by the Coalition.

E. The Coalition shall adopt by-laws relating to the conduct of its proceedings and such other administrative matters as it may deem appropriate.

F. The Coalition may admit additional members upon execution of this Agreement to undertake all rights and responsibilities included in this Agreement and further conditioned upon payment of the full annual membership fee for that calendar year.

G. This Memorandum of Agreement and By-Laws shall be reviewed annually by Coalition Members at the annual meeting of the Coalition.

4. FINANCIAL OBLIGATION.

A. Each Coalition Member shall pay an annual membership fee. Membership fees shall be used to fund activities required to fulfill the purposes of the Stormwater Coalition and shall serve as local match funds for federal and state grants awarded to the Coalition. The fee schedule is attached as Appendix A. Future fee schedules shall be established by the Coalition pursuant to Section 3.C.3 above.

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B. The Coalition Treasurer shall submit invoices for the annual fee to the designated representative of each Coalition Member no later than January 30 of each calendar year. If, after receipt of such invoice, any Coalition Member shall fail to pay such fee within 60 days (or, for fiscal years that begin later than January 1, within 60 days of the beginning of its next fiscal year), it shall thereupon cease to be a Coalition Member.

C. The Coalition Executive Board will review the annual membership fee and projected expenses for the Coalition each year. Should the Coalition determine an increase is necessary, the Coalition membership will receive notice 6 months in advance of the increase taking effect.

D. The Coalition shall designate and authorize a qualified municipality to hold and manage a separate Account on behalf of the Coalition, where the annual fees shall be deposited. This account shall be identified as the "Western New York Stormwater Coalition." Such designation shall be reviewed and re-authorized on an annual basis at the Annual Meeting of the Coalition.

E. The Coalition shall not incur any financial obligations in excess of the funds on deposit in the Coalition's account.

F. The Coalition may not be dissolved until all accounts payable/receivable, grants or applications, works in progress, existing claims or liabilities by or against the Coalition be fully closed, completed, and/or settled and that upon such dissolution any existing Coalition funds shall be held in escrow for one year pending final settlement of any known existing Coalition obligations, accounts, or debts by the Treasurer who shall be authorized to pay and settle all such obligations, accounts, or debts. To the extent that any Coalition funds are then remaining, the Treasurer shall distribute such funds equally (or on a pro-rata basis depending on whether annual membership fees are equal or not) to the Coalition Members having representatives on the Coalition at the time of dissolution.

G. Any Coalition Member may withdraw from this Agreement upon 60 days written notice to the Chairman of the Coalition. A Coalition Member which elects to withdraw shall be liable for its full annual contribution as provided in Section 4 of this Agreement of the calendar year in which withdrawal occurs.

5. TERMS AND CONDITIONS.

A. Staff from the Erie County Department of Environment and Planning (ECDEP) may act as contractors for providing administrative services to the Western New York Stormwater Coalition. Administrative services may include preparation of meeting notices, agendas and minutes; research and application for grant funding; contract oversight; and other guidance information to assist the individual MS4s in satisfying the requirements of GP-0-24-001 (and subsequent renewals for the term of this Agreement). Additional services provided by ECDEP may include, but are not limited to, public education and outreach, assistance with illicit discharge detection and elimination, assistance with construction site compliance

Attachment: WNYSC MOA for Signature (RES-2025-1030 : 2026 MOA Renewal for WNY Stormwater Coalition CRS #5949)

oversight, and assistance with employee training. ECDEP staff time charges may be reimbursed by funds obtained through federal and state grants, unless otherwise approved by the Coalition. The Coalition shall not incur financial obligations to ECDEP for any services outside of the workplan approved by the Coalition. See Appendix B for services provided by ECDEP and full contact information for the person responsible.

B. This Agreement may be modified or amended only in writing duly executed by all Coalition Members, which shall be attached to and become a part of this Agreement.

C. Each Coalition Member shall be solely responsible and liable for its own activities under this Agreement, for obtaining its permit coverage under the SPDES General Permit for Stormwater Discharges from MS4s (GP-0-24-001 and subsequent renewals for the term of this Agreement) and for the preparation, implementation, operation and maintenance of its own stormwater management program including, but not limited to, the required minimum control measures.

6. MISCELLANEOUS.

A. This Agreement constitutes the entire Agreement among and between the Coalition members and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.

B. If any provision, paragraph, sentence, or clause of this agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this Agreement and this Agreement shall be construed and enforced, consistent with its expressed purposes, as if such invalid and unenforceable provision, paragraph, sentence, or clause had not been contained herein.

C. Each Coalition Member represents and warrants to the Coalition, and to the other Coalition Members, that it has been fully authorized to execute and to perform this Agreement, and that its execution and performance of this Agreement will not violate any legal duty or restriction.

7. EXECUTION.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the date first written above.

Attachment: WNYSC MOA for Signature (RES-2025-1030 : 2026 MOA Renewal for WNY Stormwater Coalition CRS #5949)

WESTERN NEW YORK STORMWATER COALITION

BY-LAWS

ARTICLE I

ESTABLISHMENT AND PURPOSES

Section 1.1 Establishment.
The Western New York Stormwater Coalition (the "Coalition") was created by a Memorandum of Agreement dated December 31, 2005, and renewed December 31, 2025, referred to as the ("Agreement").

Section l.2 Purpose.
The Coalition shall coordinate and cooperate in efforts to meet the requirements of the Phase II Stormwater regulations (40 C.F.R. Sections 9, 122, 123 and 124 (1999), as amended) and the New York State Department of Environmental Conservation ("NYS DEC") SPDES General Permit for Stormwater Discharges from MS4s (GP-0-24-001 and subsequent renewals for the term of this Agreement) by those signatories to the Agreement ("Coalition Member(s)").

ARTICLE II

GOVERNANCE OF THE COALITION

Section 2.1 Representation.
The Chief Executive Officer of each Coalition Member shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition. In the event no permanent representative or alternate has been designated, or no designated permanent representative or alternate is able to act, the supervisor of the town, or mayor of the village or city, or the Chief Executive Officer, as the case may be, or their designee shall serve as the representative on the Coalition. Unless otherwise indicated by the context, as used in these By-Laws the term "representative" or "representatives" shall include representatives or alternates.

Section 2.2 Duties.
Coalition Members shall carry out the purposes of the Coalition described in the Agreement and any activities deemed necessary to carry out the purposes as may arise from time to time.

Section 2.3 Compensation.
A representative to the Coalition shall not receive compensation from the Coalition but may be reimbursed for reasonable expenses incurred in connection with the performance of his or her duties, upon approval of reimbursement by the Coalition.

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ARTICLE III

MEETINGS

Section 3.1 Annual Meetings.
Annual meetings of the Coalition shall be held during the months of January or February on such date and at such time and place as shall be specified by the Coalition, or if no date is agreed to by the Coalition, at such other date, time and place within those months as the Chair may determine.

Section 3.2 Regular Meetings.
Regular meetings of the Coalition may be held each month on such date, and at such place and time as the Coalition shall determine. The Coalition shall adopt a schedule of regular meetings for the calendar year at the annual meeting, by motion of the Chair, and may amend such schedules during the course of the year.

Section 3.3 Special Meetings.
Special meetings of the Coalition may be held at the call of the Chair or upon written request of five members of the Coalition to the Secretary.

Section 3.4 Roberts Rules of Order.
The proceedings of meetings at the Coalition shall be governed by Roberts Rules of Order.

Section 3.5 Order of Business.

A. The usual order of business for Coalition meetings shall be as follows:
    1. Roll Call (pass sign-in sheet)
    2. Call to Order
    3. Approval of Minutes
    4. Treasurer's Report
    5. Correspondence/Report of Secretary
    6. Report of Chair
    7. Report of Committees
    8. New Business
    9. Unfinished Business
    10. Payment of Vouchers
    11. Comments from Public
    12. Adjournment

B. The above order may be amended on motion of any voting representative or the, Chair, subject to objection by any voting representative of the Chair. If objection be raised, suspension of the above order of business shall be determined by vote of the majority of the representatives present without regard to the provisions of Section 3.8.

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Section 3.6. Open Meetings.
All meetings of the Coalition shall be open to the public, except as permitted to be closed by the New York Public Officers Law.

Section 3.7 Notice of Meetings.
The Secretary shall cause to be delivered by e-mail or sent by regular mail, to each participating Coalition Member, written notice of monthly meetings on an annual basis, and if special meetings are called, notice of such meetings shall be e-mailed or mailed to the Coalition Members at the addresses provided by the Members' representatives, no less than seven (7) days prior to the date of the meeting.

Section 3.8 Voting.
Each member of the Coalition shall have one (1) vote at all meetings. Designated representatives attending on behalf of one or more Coalition member municipalities may have one (1) vote per client subject to and in conformance with their respective agreements with the Coalition member municipality they are representing.

In order to take action the Coalition shall utilize the following quorum requirements:

1. 51% of the voting membership constitutes a quorum for all meetings. For approval of meeting minutes, treasurer's reports, voucher payments, annual reports, annual account designation, budgets, grant applications, plans, programs and related items, approval of 51% of those in attendance shall be required.

2. For actions requiring a supermajority, voting may be permitted by proxy, email, video or teleconferencing.

3. A supermajority of 75% of the Coalition membership shall be required for approval of capital budgets, adoption of by-laws and future amendments thereto, and establishment of an annual fee.

4. For entering into contracts, there must be 75% approval by the Coalition members, indicated by execution of a signature page.

Section 3.9 Additional Alternates.
The governing body of any participating Coalition Member may authorize the town supervisor or village or city mayor, as the case may be, to designate an alternate other than one previously designated, to represent the participating Coalition Member at any Coalition meeting or meetings in such kinds of contingency situations as the governing body may deem appropriate, and subject to such voting limitations, if any, as it may specify. Such alternate may be a representative or alternate for another participating Coalition Member. The designation of such alternate shall be communicated in writing or by facsimile transmission to the Secretary of the Coalition prior to the transaction of business by the Coalition at any meeting or meetings to be attended by the alternate.

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ARTICLE IV

OFFICERS

Section 4.1 Officers.
The officers of the Coalition shall be a Chair, Vice Chair, Secretary and Treasurer.

Section 4.2 Qualification for Office.
An officer shall be an official or employee of his or her respective Coalition Member. Only one officer can be elected from any one Coalition Member.

Section 4.3 Elections.
All officers shall be elected by the Coalition at the annual meeting.

Section 4.4 Term.
Each officer shall serve a term of one year or until the next annual meeting of the Coalition and the election and qualification of their successors. Officers may serve consecutive terms.

Section 4.5 Duties of Officers.

A. Chair. The Chair shall preside at all meetings of the Coalition, convene special meetings of the Coalition in accordance with these By-Laws; appoint the members, and the chair of each Coalition Committee; represent the Coalition in its relations with elected officials and other official bodies, groups and organizations; and carry out any additional duties as may be assigned by the Coalition.

B. Vice Chair. The Vice-Chair shall, in the event of absence or disability of the Chair, perform the duties and exercise the responsibilities of the Chair; assist the Chair in disseminating information to the public concerning activities and proceedings of the Coalition; sign checks in the event of the absence or disability of the Treasurer; and carry out any additional duties as may be assigned by the Chair or the Coalition.

C. Secretary. The Secretary shall attend all meetings of the Coalition and distribute a summary report of each Coalition meeting; give and serve all notices as required by these By-Laws; assist the Chair in attending to all official correspondence of the Coalition, keep a written record of attendance; maintain the records of the Coalition and serve as the Coalition's records management officer; distribute approved minutes to the clerk of each participating Coalition Member; and carry out any additional duties as may be assigned by the Chair or the Coalition.

D. Treasurer: In conjunction with the chief fiscal officer of the Coalition Member designated to hold the “Western New York Stormwater Coalition” account, the Treasurer shall have care and custody of the funds of the Coalition; process all payments; keep full and accurate books

Attachment: WNYSC MOA for Signature (RES-2025-1030 : 2026 MOA Renewal for WNY Stormwater Coalition CRS #5949)

and records of all financial matters; invoice Coalition Members for the annual fee, and carry out such other duties as may be assigned by the Chair of the Coalition.

Section 4.6. Vacancies.
In the event of a vacancy in the office of the Chair, the Vice-Chair shall automatically become the successor and serve the balance of the term. Vacancies occurring in the offices of Vice Chair, Secretary or Treasurer shall be filled for the balance of the term by the Coalition at the next meeting of the Coalition.

ARTICLE V

COMMITTEES

Section 5.1 Executive Committee.
The Stormwater Coalition Executive Committee shall consist of seven Coalition Members including the Chair, Vice Chair, Secretary and Treasurer, one Village member, one Town member, and one agency or special district member. Members of the Executive Committee shall be elected at a regularly scheduled Stormwater Coalition meeting or the Annual Meeting. Members of the Executive Committee shall serve one year terms.

The Executive Committee shall meet a minimum of two times per year at a date and time established by the Chair. The meetings shall be open for attendance by any interested Stormwater Coalition Member. The Executive Committee shall act on behalf of the Coalition between scheduled meetings based upon decisions by the full Coalition; act on tasks delegated by the full Coalition; make recommendations to the full Coalition regarding the work plan, projects, fees and disbursement of funds toward the purposes of the Coalition. Recommendations of the Executive Committee shall be based upon a majority of those members present at the meeting.

Section 5.2. Ad Hoc Committees.
The Chair shall establish such ad hoc committees or subcommittees as the Coalition deems necessary to promote the purpose and carry on the work of the Coalition.

Section 5.3 Appointment of Committee Members.
The members of each committee or subcommittee and the chair thereof shall be designated by the Chair.

Section 5.4 Ex Officio Membership.
The Chair shall be an ex officio non-voting member of all committees or subcommittees created pursuant to these By-Laws.

ARTICLE VI

Section 6.1 Audit.

Attachment: WNYSC MOA for Signature (RES-2025-1030 : 2026 MOA Renewal for WNY Stormwater Coalition CRS #5949)

The payment of all bills and claims shall be subject to prior approval by the Coalition. Audits may be conducted as determined by the Coalition at the Annual Meeting.

Section 6.2 Administrative Services.
Staff from the Erie County Department of Environment and Planning (ECDEP) may act as contractors for providing administrative services to the Western New York Stormwater Coalition. Administrative services may include preparation of meeting notices, agendas and minutes; research and application for grant funding; contract oversight; and other guidance information to assist the individual MS4s in satisfying the requirements of GP-0-24-001 (and subsequent renewals for the term of this Agreement). Additional services provided by ECDEP may include, but are not limited to, public education and outreach, assistance with illicit discharge detection and elimination, assistance with construction site compliance oversight, and assistance with employee training. ECDEP staff time charges may be reimbursed by funds obtained through federal and state grants, unless otherwise approved by the Coalition. The Coalition shall not incur financial obligations to ECDEP for any services outside of the workplan approved by the Coalition.

ARTICLE VII

ADOPTION AND AMENDMENT

Section 7.1 Adoption of By-Laws.
These By-Laws shall be adopted by affirmative vote as provided by Section 3.8 of these By-Laws, and may be amended in the same manner.

Section 7.2 Adoption of Amendments.
The wording of any proposed amendment to these By-Laws shall be included in the notice of the regular or special meeting at which the amendment is to be considered. Any proposed amendment shall be tabled at the meeting at which it is introduced, and may not be voted upon sooner than the next regular meeting.

Attachment: WNYSC MOA for Signature (RES-2025-1030 : 2026 MOA Renewal for WNY Stormwater Coalition CRS #5949)

APPENDIX A
TO
MEMORANDUM OF AGREEMENT

WESTERN NEW YORK STORMWATER COALITION

The Fee Schedule commencing January 1, 2026 and ending on December 31, 2030 shall be **$2,000** per Coalition Member.

Attachment: WNYSC MOA for Signature (RES-2025-1030 : 2026 MOA Renewal for WNY Stormwater Coalition CRS #5949)

Appendix B: Erie County DEP Workplan

Contact:

Mary Rossi, Chief Environmetal Compliance Specialist
Erie County DEP
95 Franklin Street
Buffalo, NY 14202
(716) 858-7583
mary.rossi@erie.gov

WNY Stormwater Coalition

Coordinate monthly meetings: logistics
Liaison to NYSDEC on regulatory matters
Assist with preparation for USEPA and NYSDEC compliance audits
Grant writing, administration and management
Coordinate WNY Stormwater Conference (biennial)
Update SWMP Plan each Permit cycle

SPDES Permit Compliance

Mapping

GIS/online mapping: MS4 Permit compliant mapping (dictated by grant funding), updates and maintenance; housed by Erie County Office of GIS

Public Education

Participate in public education and outreach events (general household/residential/business/other)
Develop public education materials and instructional resources
Facilitate and track community involvement in clean up events, HHW collections, rain barrel/composter sales, rain barrel painting contest, storm drain marking, community events

Public Involvement & Participation

Assist MS4s with Interim/Annual Reporting and SWMP Plan

Illicit Discharge Detection & Elimination

Employee training: monitoring locations (outfall) inspection and sampling procedures, and illicit discharge trackdown/elimination procedures
Assist with outfall inspections upon request
Assist MS4s with outfall sampling, IDDE upon request

Construction Site Runoff Control

Employee training: SWPPP compliance inspections upon request
Coordinate NYS 4 Hour Erosion and Sediment Control trainings for employees involved in construction activity, SWPPP review, and construction site inspections (Host training 1x/3 year cycle)

Post-Construction Runoff Control

Employee training: municipal post-construction stormwater management practice inspection and maintenance

Pollution Prevention/Good Housekeeping for Municipal Operations

Employee training: municipal facility procedures and operations training
Assist with developing High Priority facility SWPPPs

Part VIII: Enhanced Requirements for Impaired Waters

Assist with mapping requirements, identification of montoring locations, educational messages

Attachment: WNYSC MOA for Signature (RES-2025-1030 : 2026 MOA Renewal for WNY Stormwater Coalition CRS #5949)

Municipality:

Town of Amherst

Signature:

Name: Brian J. Kulpa

Title: Town Supervisor

Date:

Attachment: WNYSC MOA for Signature (RES-2025-1030 : 2026 MOA Renewal for WNY Stormwater Coalition CRS #5949)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 31223 **RESOLUTION 2025-1031** **ADOPTED**

Change Order No. 4 No Cost Time Extension Progressive Roofing Inc. WPCF: Roof System Improvements Town of Amherst Project No. 2016.002B CRS #5981

The Engineering Department WPCF division requests the Town Board approve the above referenced change order, which calls for a time extension in order to complete the work. The project substantial completion date of September 30, 2025 will be extended to July 2, 2026, with a final completion date (by contract) of August 31, 2026. This change order will provide the Contractor with the time necessary to reapply the polyurethane top coat to Building No. 1, which in many instances has not cured properly due to late season application. The polyurethane coating has strict temperature and weather restrictions during application, and cannot be done during the winter and spring.

Pending successful completion of the contract approval procedure, may we have your approval.

Thank you for considering this request.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

n/a

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

IDENTIFY (INFORMATION MUST BE COMPLETED OR CONTRACT WILL BE RETURNED TO APPROPRIATE DEPARTMENT)

REQUESTED TOWN BOARD AGENDA DATE: December 1, 2025

Contract/Project Title: WPCF: Roof System Improvements (TOA Project #2016.002B)

Vendor: Progressive Roofing Inc.

ORG: KP1622, KP2136 & KP2347

OBJECT: 4972

Amount: No Cost Time Extension

Contract Period: Current: April 22, 2024 – September 30, 2025; Extend Substantial Competition Date to July 2, 2026

Department contact: Michael J. Poslinski [ext #8045]

APPROVED AS TO CONTENT

_____
Department Head - Signature

Jeffrey S. Burroughs, P.E.
Department Head - Print Name

Date Approved: _____

Attachment: CRS Documents (RES-2025-1031 : Change Order No. 4)

Change Order

PROJECT: *(Name, address and Project File No.)*

WPCF: Roof System Improvements
Project No. **2016.002B**

CHANGE ORDER: # **4**
DATE: 11-25-25

TO CONTRACTOR: *(Name and address)*
Progressive Roofing Inc.
331 Grote Street
Buffalo, NY 14207

The Contract is changed as follows:
(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. Requesting that the project substantial completion date of September 30, 2025 be extended to July 2, 2026.

   All other terms and conditions remain the same.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 1,480,000.00
The net change by previously authorized Change Orders	$ 74,729.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 1,554,729.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (~~increased~~) (~~decreased~~) (unchanged) by this Change Order in the amount of	$ 0.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 1,554,729.00
The Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) by	(275) days
The date of Substantial Completion as of the date of this Change Order therefore is	July 2, 2026

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

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

ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER (*Firm name*)
Watts Architecture & Engineering	Progressive Roofing Inc.	Town of Amherst
ADDRESS: 95 Perry Street, Suite 300 Buffalo, NY 14203	ADDRESS: 331 Grote Street Buffalo, NY 14207	ADDRESS: 5583 Main Street Williamsville, NY 14221
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
(*Typed name*)	(*Typed name*)	Brian J. Kulpa (*Typed name*)
DATE	DATE	DATE

Attachment: CRS Documents (RES-2025-1031 : Change Order No. 4)

Progressive Roofing, Inc.
331 Grote Street, Buffalo, New York 14207
Office: (716) 873-8711
Fax: (716) 874-6767

Attn: Town of Amherst Water Pollution

We are requesting our contract with the Town of Amherst Water Pollution facility to be extended until August 31st, 2026 due to weather constraints. Temperatures and moisture conditions coupled with the products required to complete the remaining work, necessitate the extension of our contract to fulfil our contractual obligations. Please feel free to contact us with any concerns at (716) 491-3762.

Sincerely,

Jeff Jenkins
Progressive Roofing Inc
331 Grote St
Buffalo, NY 14207
Phone: (716) 873-8711
Fax: (716) 874-6767
Email: jeff@progressiveroofinginc.com

Attachment: CRS Documents (RES-2025-1031 : Change Order No. 4)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 31224 **RESOLUTION 2025-1032** **ADOPTED**

Purchsae Authorization

WHEREAS the Town of Amherst had a contract with Professional Turf Services for sports fields materials, and

WHEREAS that contract included two, 24-month extensions, and

WHEREAS, an employee unknowingly ordered needed materials before the extension was processed, and

WHEREAS, the employee no longer has ordering privileges, and

WHEREAS, funds for this purchase exist in the department's budget,

NOW THEREFORE, BE IT RESOLVED that the Amherst Town Board authorizes the payment of Invoice 30832 in the amount of $4,747.64 to Professional Turf Services.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A7143.4350: $4,747.64

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Town Clerk
DOC ID: 31170

COMMUNICATION 2025-119 **APPROVED**

North Bailey Fire Co. Project - Fee Waiver Request

Letter from North Bailey Fire Company's President William Richter regarding the final phase of their multi-phase project for the fire station and the request to have the Town waive any and all fees associated with the project.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

North Bailey Fire Company
966 Sweet Home Road
Amherst, New York 14226

Phone: (716) 836-9571
Fax: (716) 836-1274
www.northbaileyfire.com

William Richter
President

Jeffrey Cutler
Chief

November 3rd, 2025

Honorable Members of the Amherst Town Board,

This letter is an updated request, as you granted our original request that we sent to you in August 2023 (I did attach a copy of our original letter from 2023).

The North Bailey Fire Company is currently working on the final phase of our multiphase project: adding an access lift (elevator) to our building for our members to utilize. This phase of the project has changed numerous times over the past two years due to complications arising from retro-fitting our split-level, 1972 fire station. We have decided upon a plan to build an addition to the front of our fire station, which allows us to install the lift and reconfigure our front entrance, without having to make the numerous complicated and expensive changes to our structure that the original plan involved.

We are respectfully requesting to have the Town waive any and all fees associated with this project in regards to the associated fees for the applications we must submit to the Town, and/or any associated permit fees. This would be in the best interest of the taxpayers we serve and would be greatly appreciated by us.

We thank you for your time and consideration in this matter. If you have any questions or concerns, or if i can be of any assistance, please don't hesitate to contact me via or williamrichter@northbaileyfire.com

Sincerely,

William Richter, President

Attachment: north bailey fee waiver request (COM-2025-119 : North Bailey Fire Co. Project - Fee Waiver Request)

TOWN OF AMHERST

BUILDING DEPARTMENT

ERIE COUNTY, NEW YORK

5583 MAIN STREET

WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Attachment: north bailey fee waiver request (COM-2025-119 : North Bailey Fire Co. Project - Fee Waiver Request\-)

Agenda Item

DATE: November 13, 2025

TO: Town Board

FROM: Mark S. Berke, P.E., Commissioner of Building

RE: Request for Waiver of Building Permit Fee for North Bailey Fire Company

In response to the letter received November 3, 2025, from William Richter, President of the North Bailey Fire Company regarding Fire Station renovations planned at 966 Sweet Home Rd., this memo serves to recommend approval of this request to waive the fees associated with any building permits.

Please contact me if you have any questions regarding this matter.

Mark S. Berke, P.E.
Commissioner of Building

CC: Doug Gesel, Supervising Code Enforcement Officer
Francina J. Spoth, Town Clerk

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Town Clerk
DOC ID: 31179

COMMUNICATION 2025-120 **REFERRED**

Correspondence from Steven Cohen

Email from Steven Cohen regarding an erosion problem with their property.

12/1/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

Koller, Timothy

From: Spoth, Francina
Sent: Monday, November 17, 2025 10:08 AM
To: Koller, Timothy
Subject: FW: Request to Appear on Agenda for December 1st or December 15th, 2025

Follow Up Flag: Follow up
Flag Status: Flagged

From: Steven M. Cohen
Sent: Sunday, November 16, 2025 7:40 PM
To: toa info <toainfo@amherst.ny.us>; Spoth, Francina <fspoth@amherst.ny.us>; Steve Cohen

Cc: Steven Bengart <sbengart@bengartdemarcolaw.com>; Bengart, Steven B. <sbengart@amherst.ny.us>; Brian Kulpa <BrianKulpa@gmail.com>; Lavin, Shawn A. <slavin@amherst.ny.us>
Subject: Request to Appear on Agenda for December 1st or December 15th, 2025

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Sirs and Madams:

My name is Steven M. Cohen, and my wife and I reside at 49 Deer Run, Williamsville, NY 14221.
We respectfully request the opportunity to appear before the Amherst Town Board at its next meeting to address an urgent problem we have with erosion undermining our property, the source of which is a retention pond adjacent to our home, for which we require the Town's urgent assistance to remedy.

Thank you for considering this request to place us on your agenda.

V/R,

Pam and Steve Cohen
49 Deer Run
Williamsville, NY 14221-1819

Attachment: cohen email (COM-2025-120 : Correspondence from Steven Cohen)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Town Clerk
DOC ID: 31156

COMMUNICATION 2025-121 **REFERRED**

Notice of Claim: Karen C. Cuevas Vs. Town of Amherst

12/1/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

KAREN C. CUEVAS,
Claimant

-vs-

NOTICE OF CLAIM

TOWN OF AMHERST,
Defendant

PLEASE TAKE NOTICE that KAREN C. CUEVAS hereby claims and demands from the above-named Defendant damages for personal injuries sustained by her and for medical and hospital expenses incurred and/or to be incurred together with permanent, disfiguring and debilitating injuries as a result of the negligent, careless and reckless acts and omissions of the above-named Defendant, its agents, servants, employees, appointees, designees, departments and/or divisions thereof, and in support thereof the Claimant states the following:

1. The post office address of the Claimant is

the name and post office address of Claimant's attorney is John J. Fromen, Jr., Esq., John J. Fromen, Attorneys at Law, P.C., 4367 Harlem Road, Snyder, New York 14226.

2. That the nature of this claim is for the negligent, careless and reckless acts or omissions of the above-named Defendant, its agents, servants, employees, appointees, designees, departments and/or divisions thereof, in the ownership, use, operation and loading of a certain white, Town of Amherst Highway Department pickup truck bearing the Town of Amherst logo on its sides and bearing New York State registration plates

Attachment: DOC111025-11102025083827 (COM-2025-121 : Notice of Claim: Karen C. Cuevas Vs. Town of Amherst)

NOV 7 2025 AM 11:39

owned by the above-named Defendant and being operated by one of said Defendant's agents, servants, employees, appointees, designees, departments and/or divisions thereof, and in the employment, supervision, training and scheduling of said agents, servants and/or employees. The aforesaid unlawful and negligent conduct precipitated and caused a certain motor vehicle collision to occur on the 10th day of January, 2025 at approximately 10:00 am when an unsecured "Christmas tree", which had been stacked on a pile of other, discarded and unsecured Christmas trees freely rolling around in the bed of the aforesaid Town of Amherst Highway Department pickup truck, was thrown free of the bed of said truck, came into collision with and struck the front of the Claimant's motor vehicle, causing damage to the Claimant's motor vehicle and serious injuries to the Claimant as set forth herein.

3. That said claim arose on the 10th day of January, 2025, at approximately 10:00 am on North Forest Road near its intersection with Maple Road in the Town of Amherst, County of Erie and State of New York; that the manner in which said claim arose was that the Claimant was operating a certain 2020 Chevrolet motor vehicle bearing New York State registration plate number BKD2105, registered to and owned by said Claimant, in a southerly direction on North Forest Road approaching Maple Road in Amherst, New York. That at the time and place aforementioned, the Claimant was traveling behind the aforesaid Town of Amherst Highway Department pickup truck, which was transporting unsecured "Christmas trees" stacked on top of each other in the bed of the truck. The tailgate of the truck bed was either down or completely removed, and a single wire was strung across the back of the bed. Upon driving over a bump in the road, one of the

Attachment: DOC111025-11102025083827 (COM-2025-121 : Notice of Claim: Karen C. Cuevas Vs. Town of Amherst)

"Christmas trees," being unsecured and freely rolling around in the bed of the Town of Amherst Highway Department pickup truck, was thrown free of the bed and into the front of the aforesaid 2020 Chevrolet motor vehicle owned and being operated by the Claimant, shattering the driver's side headlight, cracking the windshield, damaging the hood, and causing serious permanent injury to said Claimant. The Police Report regarding this collision is copied below:

AMHERST POLICE
Complaint Information

Complaint# 25-002468 **Date Received: 01/16/2025** **Source: PHONE**

Dispatch Code: 4520 **Description:** ASSIST CITIZEN **Call Type:** POLICE
Street: **Dispatch District:** 106
Cross Street: **Municipality:** AMHERST
Business: FOXBERRY VILLAGE CONDOS **Call Back:**
Times: **Received:** 01/16/2025 19:38:15
Dispatched: 01/16/2025 20:06:54
Arrived: 01/16/2025 20:39:52
Completed: 01/16/2025 20:40:06

Received By: YARD, CORRINE M (639) **Dispatcher:** HARRISHBURG, JAY M (660)
Report (follow up):
Officers: **Name** TANG, ELIAS J **Badge** 120
Disposition Codes: Radio Sheet
Associated Persons: Complainant - CUEVAS, KAREN C. DOB: [redacted] AMHERST
Home Phone: [redacted]

Remarks:

01/16/2025 19:38:14	ALL	639	CMP WANTS TO SEE AN OFFICER SAYS A CHRISTMAS TREE FELL OFF OF A TOWN TRUCK LAST WEEK AND HIT HER CAR CAUSING $1600 IN DAMAGE KAREN CUEVAS [redacted]
01/16/2025 20:39:09	AMH	120	CMP CUEVAS REPORTED THAT ON 01/10/2025 AT APPROXIMATELY 1000HRS, SHE WAS SOUTHBOUND N. FOREST RD APPROACHING MAPLE RD BEHIND A WHITE PICK UP TRUCK THAT HAD THE TOWN OF AMHERST LOGO ON THE SIDE // CUEVAS STATED THE WHITE PICKUP TRUCK HAD "CHRISTMAS TREES" IN THE BED AND WHEN THE TRUCK HIT A POTHOLE, A CHRISTMAS TREE FELL OFF AND STRUCK HER VEHICLE, NYREGBKD2105, ON THE DRIVER-SIDE HEADLIGHT, DAMAGING THE HEADLIGHT HOUSING // R/O OBSERVED NYREG BKD2105 TO HAVE A CRACKED DRIVER-SIDE HEADLIGHT WITH WHAT APPEARED TO BE GREEN NEEDLES OF A TREE STUCK NEAR THE HEADLIGHT HOUSING // CMP DID NOT REMEMBER THE PLATE OF THE PICKUP IN FRONT OF HER AND STATED SHE COULD ONLY REMEMBER THE TOWN OF AMHERST HIGHWAY DEPARTMENT LOGO // CMP SATISFIED WITH DOCUMENTATION

Printed Date: 8/11/2025 8:33:51 AM Page # 1

Attachment: DOC111025-11102025083827 (COM-2025-121 : Notice of Claim: Karen C. Cuevas Vs. Town of Amherst)

4. That so far as is now able to be determined, the Claimant has sustained multiple, extensive, serious injuries as a result of the aforesaid collision, including without limiting thereto injury to the Claimant's head, neck, back and right hip, including, inter alia, lumbar disc herniations and impingement on the nerve root, necessitating treatment with various medical professions which remains ongoing, together with multiple additional injuries, the full degree and extent of which are unknown at this time. That by reason of the foregoing injuries, said Claimant became and will continue to be disabled and will continue to suffer great pain, discomfort, disfigurement, distress and psychological adjustment, and has and will require the services of physicians, surgeons, nurses, hospitals, therapy, prosthetic devices, manipulations and medicines and will continue to incur such expenses in the future; that as a result of the aforesaid injuries and the resulting permanent disabilities, said Claimant has been incapacitated from her activities of daily living and will continue to be incapacitated in the future, and as a result of the aforesaid injuries and permanent disabilities, the future activities and social and personal endeavors and hobbies of said Claimant and her enjoyment of life will be partially and/or totally impaired as a result thereof, all to the damage of the Claimant.

PLEASE TAKE FURTHER NOTICE that the Claimant requests payment of the claims and damages sustained by her as hereinbefore set forth.

DATED: Snyder, New York
November 5, 2025

JOHN J. FROMEN, JR., ESQ.,
on behalf of the Claimant, KAREN C. CUEVAS

Attachment: DOC111025-11102025083827 (COM-2025-121 : Notice of Claim: Karen C. Cuevas Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Town Clerk
DOC ID: 31157

COMMUNICATION 2025-122 **REFERRED**

Notice of Petition: Derrick M. Anderson Vs. Town of Amherst Et Al.

12/1/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

FILED: ERIE COUNTY CLERK 09/23/2025 02:22 PM INDEX NO. 816630/2025
NYSCEF DOC. NO. 2 RECEIVED NYSCEF: 09/23/2025

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

NOV 7 2025 AM 11:1

DERRICK M. ANDERSON,

Petitioner,

v.

TOWN OF AMHERST,
TOWN OF AMHERST POLICE DEPARTMENT
COUNTY OF ERIE and
ERIE COUNTY DISTRICT ATTORNEY

Respondents.

NOTICE OF PETITION

Index No.:

MOTION MADE BY: Claimant DERRICK M. ANDERSON, through his attorneys, TIVERON LAW, PLLC 2410 North Forest Road, Suite 301, Getzville, New York 14068.

DATE, TIME, AND PLACE OF HEARING: On January 6, 2026 @ 10am at a Special Term of the Supreme Court held before the Hon. Diane Devlin ____, J.S.C., located at Part 6 92 Franklin St, Buffalo, NY 14202.

SUPPORTING PAPERS: Petition of Steven M. Cohen, Esq., dated September 2, 2025, with exhibits.

RELIEF DEMANDED AND GROUNDS THEREFORE: Entry of an Order for the following relief:

1. Granting Plaintiff's application to serve a late Notice of Claim pursuant to General Municipal Law § 50-e (5)

2. Such other and further relief as this Court deems just, proper and equitable.

ANSWERING AFFIDAVITS: Answering affidavits, if any, must be served at least seven (7) days prior to the return date of this motion pursuant to CPLR § 2214(b). Reply papers, if any, to be served one (1) day prior to the return date.

Tiveron Law, PLLC
2410 NORTH FOREST ROAD | SUITE 301 | AMHERST, NEW YORK 14068
Phone: 716.636.7600 | Toll Free: 800.636.5255 | Fax: 716.636.7606 | www.tiveronlaw.com

Attachment: DOC111025-11102025085415 (COM-2025-122 : Notice of Petition: Derrick M. Anderson Vs. Town of Amherst Et Al.)

FILED: ERIE COUNTY CLERK 09/23/2025 02:22 PM INDEX NO. 816630/2025
NYSCEF DOC. NO. 2 RECEIVED NYSCEF: 09/23/2025

ORAL ARGUMENT: At the discretion of the Court.

Dated: September 2, 2025
Amherst, New York

TIVERON LAW, PLLC

Steven M. Cohen, Esq.
Attorneys for Claimant
2410 North Forest Road, Ste. 301
Amherst, New York 14068
Telephone: 716-636-7600
Email: scohen@tiveronlaw.com

To: Erie County Department of Law
Jeremy C. Toth, Esq.
95 Franklin Street, Rm. 1634
Buffalo, New York 14202
Telephone: 716-858-2208
Email: jeremy.toth@erie.gov

Town of Amherst, Attorney's Office
Samuel A. Alba, Esq.
5583 Main Street
Williamsville, New York 14221
Telephone: 716-631-7037

Attachment: DOC111025-11102025085415 (COM-2025-122 : Notice of Petition: Derrick M. Anderson Vs. Town of Amherst Et Al.)

FILED: ERIE COUNTY CLERK 09/23/2025 02:22 PM INDEX NO. 81[illegible]
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 09/23/2025

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

DERRICK M. ANDERSON, **PETITION**

Petitioner,

v.

TOWN OF AMHERST, Index No.:
TOWN OF AMHERST POLICE DEPARTMENT
COUNTY OF ERIE and
ERIE COUNTY DISTRICT ATTORNEY

Respondents.

Steven M. Cohen , Esq., affirms the following under the penalties of perjury pursuant to CPLR § 2106:

1. I am an attorney duly admitted to practice in the Courts of New York and am associated with Tiveron Law, PLLC., attorneys for Claimant, Derrick M. Anderson, and as such I am familiar with the facts and circumstances of this matter.

2. This Petition is submitted in support of Claimant's application for an Order permitting him to serve the Town of Amherst and the County of Erie with a late Notice of Claim pursuant to General Municipal Law § 50-e (5).

3. This is an action for malicious prosecution, false arrest and emotional distress and other damages stemming from Claimant being indicted for violations of Penal Law §§ 265.01, 160.15, 155.25 and 120.14 and later being acquitted of those charges on March 27, 2025

4. Service of the Notice of Claim was delayed as Claimant's was unable to communicate with legal counsel as he is homeless, does not own a phone, has no transportation and does not have internet access.

Tiveron Law, PLLC
2410 NORTH FOREST ROAD | SUITE 301 | AMHERST, NEW YORK 14068
Phone: 716.636.7600 | Toll Free: 800.636.5255 | Fax: 716.636.7606 | www.tiveronlaw.com

Attachment: DOC111025-11102025085415 (COM-2025-122 : Notice of Petition: Derrick M. Anderson Vs. Town of Amherst Et Al.)

5. Pursuant to New York General Obligations Law § 50-e, "[i]n any case founded upon tort where a notice of claim is required by law as a condition precedent to the commencement of an action or special proceeding against a public corporation…the notice of claim shall comply with and be served in accordance with the provisions of this section within ninety days after the claim arises". See NY General Obligations Law § 50-e(1)(a).

6. Claimant has one (1) year and ninety (90) days period in which leave for permission to file late Notice of Claim may be entertained. See New York General Obligations Law § 50-e; see also Hochberg v. New York, 63 N.Y.2d. 665 (1984).

7. In deciding whether to permit service of a late notice of claim, the primary focus of the Court is whether the public corporation had acquired actual knowledge of the essential facts constituting the claim within ninety days, or a reasonable time thereafter, of the event(s) that serve the basis for the notice of claim.

8. The determination as to whether to grant leave to serve a late notice of claim is a question committed to the sound discretion of the Court. See Clark v. Roswell Park Cancer Institute Corporation, 92 A.D.3d. 1273 (4th Dep., 2012).

9. The key factor that should be accorded great weight in whether the Respondent received actual knowledge of the facts constituting the claim in a timely manner. See Clark v. Roswell Park Cancer Institute Corporation, 92 A.D.3d. 1273 (4th Dep., 2012).

10. Respondents had actual notice of the facts constituting the claim by virtue of the fact that the Town of Amherst Police responded to the initial 911 call, investigated the alleged crimes and charged the Claimant with violations of the New York Penal Law §§ 265.01, 160.15, 155.25 and 120.14 The Erie County District attorney then prosecuted the case before the Honorable Susan Eagan of the Erie County Court. Under these circumstances, the New York

Tiveron Law, PLLC
2410 NORTH FOREST ROAD | SUITE 301 | AMHERST, NEW YORK 14068
Phone: 716.636.7600 | Toll Free: 800.636.5255 | Fax: 716.636.7606 | www.tiveronlaw.com

Attachment: DOC111025-11102025085415 (COM-2025-122 : Notice of Petition: Derrick M. Anderson Vs. Town of Amherst Et Al.)

15.4.a

State Court, Appellate Division, Fourth Department has held that a grant of an application for leave to serve a late notice of claim by the New York State Court of Claims was not an abuse of discretion. See Clark v. Roswell Park Cancer Institute Corporation, 92 A.D. 3d. 1273 (4th Dep., 2012).

11. The delay in service of the Notice of Claim upon Respondents has not substantially prejudiced the Respondents in maintaining a defense on the merits because of all the relevant facts regarding Claimant's claim are contained in the records that are in the control of the Town of Amherst Police Department and the Erie County District Attorney's Office.

12. Pursuant to General Municipal Law § 50-e(7), a copy of the Notice of Claim that is proposed to be served is annexed as Exhibit "A".

13. In light of the foregoing, the Claimant respectfully requests that this Court enter an Order granting Claimant leave to serve a late Notice of Claim against the Respondents, Town of Amherst, Town of Amherst Police Department, Erie County and the Erie County District Attorney's Office.

14. No previous application for the relief requested herein has been made.

WHEREFORE, it is respectfully requested that this Court grant Claimant an Order, pursuant to General Obligations Law § 50-e (5) permitting Claimant to serve a late notice of claim on the Respondents named herein; and granting such other relief as the Court may deem just and proper.

Dated: September 2, 2025
Amherst, New York

Steven M. Cohen

Tiveron Law, PLLC
2410 NORTH FOREST ROAD | SUITE 301 | AMHERST, NEW YORK 14068
Phone: 716.636.7600 | Toll Free: 800.636.5255 | Fax: 716.636.7606 | www.tiveronlaw.com

Attachment: DOC111025-11102025085415 (COM-2025-122 : Notice of Petition: Derrick M. Anderson Vs. Town of Amherst Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Town Clerk
DOC ID: 31163

COMMUNICATION 2025-123 **REFERRED**

Notice of Claim: Bruce D. Dove Vs. Town of Amherst Et Al.

12/1/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

BRUCE D. DOVE

Claimant,

v.

AMHERST POLICE DEPARTMENT
500 John James Audubon Pkwy.
Amherst, NY 14228

TOWN OF AMHERST
5583 Main St.
Amherst, NY 14221

J. S. Cavalleri
500 John James Audubon Pkwy.
Amherst, NY 14228

Respondents.

NOTICE OF CLAIM

Index No.:

Bruce D. Dove does hereby make his Notice of Claim against the AMHERST POLICE DEPARTMENT, TOWN OF AMHERST and J.S. CAVALLERI:

1. The name and address of the claimant is BRUCE D. DOVE,

2. The name and address of the claimant's attorney is CARIN S. GORDON, ESQ., THE LAW OFFICE OF JOHN V. ELMORE P.C., 2969 MAIN STREET, SUITE 200, BUFFALO, NY 14214.

3. The nature of the claim is one of negligence and recklessness, including but not limited to negligently causing a motor vehicle collision at the intersection of Main street and Callodine Ave in the Town of Amherst on October 8, 2025, at approximately 6:09 a.m.

4. The collision occurred when an AMHERST POLICE DEPARTMENT patr

Attachment: DOC111225-11122025103748 (COM-2025-123 : Notice of Claim: Bruce D. Dove Vs. Town of

collision.

5. Claimant BRUCE D. DOVE suffered serious injuries as defined by § 5102(d) of the New York State Insurance Law as a result of this crash, including but not limited to injuries to his dominant right hand.

6. By virtue of the negligence of the AMHERST POLICE DEPARTMENT, TOWN OF AMHERST, and J.S. CAVALLERI, and their agents, employees and/or servants, Claimant BRUCE D. DOVE makes a claim for lost wages, medical expenses and pain and suffering, the amount of which is undetermined to date.

The undersigned therefore presents this claim for adjustment and payment, and notifies you that unless same is adjusted, compromised and/or paid within the time provided by law from the date of its presentation to you, it is the intention of the undersigned to commence an action thereon.

DATED: November 5, 2025



BRUCE D. DOVE

Attachment: DOC111225-11122025103748 (COM-2025-123 : Notice of Claim: Bruce D. Dove Vs. Town of

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

I, BRUCE D. DOVE, being duly sworn deposes and says: that deponent is the claimant in the within action, that deponent has read the foregoing **Notice of Claim** and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

BRUCE D. DOVE

Sworn to before me this 5th
day of November 5, 2025.

Ka-Sekhem D Asar-Lockwood
Notary Public - State of New York
No. 01AS0003979
Qualified in Erie County
My Commission Expires 03/27/2027

Attachment: DOC111225-11122025103748 (COM-2025-123 : Notice of Claim: Bruce D. Dove Vs. Town of

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Town Clerk
DOC ID: 31169

COMMUNICATION 2025-124 **REFERRED**

Notice of Claim: Progressive A/S/O Nicole M Heckler Vs. Town of Amherst

12/1/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

PROGRESSIVE

Payment Address
24344 Network Place
Chicago, IL 60673-1243

Document Address
P.O. Box 94639
Cleveland, Ohio 44101-9908
Phone: (877)818-0139
Fax: (888) 781-6947

Notice of Intent to File Claim
11/05/2025 1:26PM
Certified Mail 9489 0090 0027 6567 1636 59 Return Receipt Requested

TOWN CLERK,
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

THIS IS A SUPPLEMENT TO A DEMAND THAT WAS PREVIOUSLY MAILED TO YOUR ADDRESS ON 09/29/2025

Your Client: CYNTHIA GRIFFIN
Your Claim Number: NA
Our Insured: NICOLE M HECKLER
Our Claim Number: 25-599296469
Amount Subject to Reimbursement: $42,439,42 OPEN ($34,111.91 COLL + $8,327.51 PIP OPEN)
Insured's Deductible: $1,000.00

Please take this as formal notice of our subrogation rights relative to the above-captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: N FOREST RD & WILTSHIRE RD AMHERST, NY ERIE,USA
Date and Time of Loss:05/20/2025, 09:00 AM ET

Description of Loss: OUR INSURED WAS TRAVELING AT N FOREST RD & WILTSHIRE RD, IN AMHERST, NY WHEN A TOWN VEHICLE, OPERATED BY CYNTHIA GRIFFIN, FAILED TO MAINTAIN PROPER LOOKOUT, AND YIELD THE RIGHT OF WAY, IMPROPERLY ATTEMPTED TO MERGE MERGING ENTERING THE ROADWAY AND STRUCK OUR INSURED'S VEHICLE. WE ARE SEEKING REIMBURSEMENT FOR OUR INSURED'S VEHICLE DAMAGES.

Please make your draft payable to" Progressive Advanced Insurance Company as subrogee of NICOLE M HECKLER ", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

X Melissa Ashley Marie Marason

Progressive Subrogation
Progressive Advanced Insurance Company
Tel. 877-818-0139
Fax. 888-781-6947
GovernmentStatus@email.progressive.com

Sworn to me and subscribed in my presence this 7th day of Nov 2025

Megan Marie McCullough
NOTARY PUBLIC

NOTARIAL SEAL STATE OF OHIO

Megan Marie McCullough
Notary Public, State of Ohio
My Commission Expires:
June 12, 2028

NOV 1[illegible]

Attachment: DOC111425-11142025082911 (COM-2025-124 : Notice of Claim: Progressive A/S/O Nicole M Heckler Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Town Clerk
DOC ID: 31172

COMMUNICATION 2025-125 **REFERRED**

Notice of Claim: SubroIQ A/S/O State Farm Insurance Group Vs. Town of Amherst

12/1/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

PO Box 6228
Hermitage, PA 16148-0923

RECEIVED
NOV 10 2025
TOWN ATTORNEY

Oct 23, 2025

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Our Client: State Farm Ins Group
Accident Date: 7/8/2025
Claim Number: 52-87J5-45B
Claim Amount: $11,325.87
IQ Number: IQ03814824

This is an attempt to recover money owed as determined by the financial responsibility law.

Dear Town of Amherst

SubroIQ is the subrogation agent for State Farm Ins Group. State Farm Ins Group has made payments to its insured for property damage to its insured's vehicle and/or parties injured arising out of a motor vehicle accident on the date of loss and is thereby subrogated to its insured's right of recovery in the amount stated above.

Our client's investigation leads to the conclusion that you are responsible for this accident and the ensuing damages paid by State Farm Ins Group. You and/or your permissive user are personally responsible for reimbursing our client in the amount stated above. The **Claim Amount** stated above may increase if our client makes additional claim payments.

If you had liability insurance on the date of loss that would cover this claim you should contact our representative to provide your information. You may also provide your information online at https://myaccount.subroiq.com or by following the instructions when you scan the QR code at bottom of this letter.

If you reside in a state where license suspension is authorized a request for the suspension of your driver license may be submitted to your state's Department of Motor Vehicles.

Please contact our office at **445-229-7532 or subroclaim@subroiq.com** to discuss this matter or resolve the balance. Your prompt response is required. If we do not receive payment or a phone call from you we will assume you are not willing to cooperate with us, and further action may be taken.

Please make your check or money order payable to SubroIQ, and send it to the above address. Include the claim number stated above on your payment to ensure proper posting. To pay by credit card or ACH call my toll-free number and have your credit card or banking information available. To make a payment online please go to https://myaccount.subroiq.com or scan the QR code below and follow the instructions. You will need this letter for reference.

We are attempting to resolve a claim and any information obtained will be used only for that purpose.

NOV 17 2025 AM11:5

Christine Davis
(445) 229-7532
subroclaim@subroiq.com

Attachment: DOC111725-11172025115327 (COM-2025-125 : Notice of Claim: SubroIQ A/S/O State Farm Insurance Group Vs. Town of Amherst)
304-SFBRJO20-LA--00030476wbYrd9ABMP

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Town Clerk
DOC ID: 31173

COMMUNICATION 2025-126 **REFERRED**

Notice of Claim: Liberty Insurance Corporation A/S/O Joseph Brozek Vs. Town of Amherst

12/1/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

000104
Liberty Insurance Corporation
P.O. Box 5014
Scranton PA 18505-5014

Liberty Mutual INSURANCE

CONTACT US

Ann.Mcguire@Safeco.com

Fax: (888) 268-8840

Liberty Insurance Corporation
P.O. Box 5014
Scranton PA 18505-5014
United States
(800) 225-2467

LibertyMutual.com

Town of Amherst
1042 N Forest Rd
Williamsville, NY, 14221-4402

October 28, 2025

Date of Incident:	10/23/2025
Claim Number:	060322933-01
Insured:	JOSEPH BROZEK
Loss Location:	166 WINTERBROOK DR, AMHERST, NY 14228-1274

AMHERST HIGHWAY
2025 NOV 5

Amount We Paid:	$3,341.94
Our Insured's Deductible:	$1,000.00
Total Subrogation Amount Due:	$4,341.94

Dear Dominic ,

I'm writing with important information about claim number 060322933. Please be advised that as a result of this loss, Liberty Mutual has paid damages to our insured under their homeowner's coverage.

Right of Recovery

Subrogation involves our right to recover from a negligent party the money we paid on our insured's behalf for property damage and related expenses. Our customer may also have incurred additional expenses that weren't covered by their policy and may pursue you directly for that amount.

Notice of Liability

Our initial review shows that you may have contributed to this loss. As a result, we are placing you on notice for reimbursement of damages paid under our insured's policy.

This letter is official notice of our claim against you for these expenses.

Please Note: Any payments you may have made to our Insured will not relieve your responsibility to reimburse us.

NOV 17 2025 AM 11:5

Attachment: DOC111825-1118202509392 4 (COM-2025-126 : Notice of Claim: Liberty Insurance Corporation A/S/O Joseph Brozek Vs. Town of

Liberty Mutual INSURANCE

If You Were Insured

If you had insurance at the time of this loss, we ask that you take these steps:

- Promptly inform your insurance carrier of this notification.
- Please let us know once you contact your carrier. We will then communicate directly with them.

If You Were Not Insured

We would be happy to work with you in establishing a convenient payment plan with one of our subrogation partners.

Please include our claim number on your check for the total amount of damages shown above.

Please forward payment to:
Liberty Mutual
Attn: Claims Financial Operations
PO Box 2825
New York, NY 10116-2825

We're Here to Help

If you have any questions, please contact me directly and I'll be happy to help. I can assist you more quickly if you reference the claim number 060322933 in all communications.

Sincerely,

ANN MCGUIRE
Claims Department

PS: Damage to our insured's property caused by a city owned tree.

Attachment: DOC111825-1118202509324 (COM-2025-126 : Notice of Claim: Liberty Insurance Corporation A/S/O Joseph Brozek Vs. Town of

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Town Clerk
DOC ID: 31174

COMMUNICATION 2025-127 **REFERRED**

Summons and Complaint: Crosscountry Mortgage LLC Vs. Town of Amherst Et Al.

12/1/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

15.9.a

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

- - - -

15.9.a

NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE

UNITED STATES OF AMERICA-INTERNAL REVENUE SERVICE

TOWN OF AMHERST

"JOHN DOE #1" through "JOHN DOE #12," the last twelve names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the premises, described in the complaint,

Defendant(s).

- - - -

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's Attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: October 23, 2025
Syosset, New York

ROACH & LIN, P.C.

Jennifer R. Brennan

BY: Jennifer R. Brennan
Attorneys for Plaintiff
6851 Jericho Turnpike, Suite 185
Syosset, New York 11791
Telephone 516-938-3100

Attachment: DOC111825-11182025102033 (COM-2025-127 : Summons and Complaint: Crosscountry Mortgage LLC Vs. Town of Amherst Et Al.)

15.9.a

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

- - - -

15.9.a

UNITED STATES OF AMERICA-INTERNAL REVENUE SERVICE

TOWN OF AMHERST

"JOHN DOE #1" through "JOHN DOE #12," the last twelve names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the premises, described in the complaint,

Defendant(s).

- - - -

15.9.a

real property with the appurtenances thereto, described in the mortgage as follows:

See Schedule A - "Legal Description" annexed hereto and made a part hereof. Said premises being known as and by 120 CHARTER OAKS DRIVE, UNIT 1, AMHERST, NY 14228.

TOGETHER with all right, title and interest of the defendant in and to the land lying in the streets and roads in front of and adjoining said premises.

4. Said mortgage provided for the following:

a) In case of foreclosure sale said premises or so much thereof as may be affected by this mortgage, may be sold in one parcel.

b) That the mortgagor will pay all taxes, assessments, sewer rents or water rates and in default thereof, the mortgagee may pay the same.

c) 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.

5. That said mortgage was duly recorded in Book: 14109 of Mortgages at Page: 566 in the Office of the CLERK of the County of ERIE on November 1, 2023, and the New York State recording tax was duly paid thereon. A copy of the Mortgage is annexed hereto as **Exhibit "B"**.

6. The subject mortgage was assigned to CROSSCOUNTRY MORTGAGE, LLC by assignment of mortgage dated May 12, 2025, and which was recorded in the Office of the CLERK of the County of

Attachment: DOC111825-11182025102033 (COM-2025-127 : Summons and Complaint: Crosscountry Mortgage LLC Vs. Town of Amherst Et Al.)

15.9.a

ERIE in Book: 14160 at Page: 8780 on May 12, 2025. Plaintiff has standing to commence the within action by virtue of being the Lender of the original Note, currently in its possession and is the current holder of both the Note and the Mortgage it secures. A copy of the Assignment is annexed hereto as **Exhibit** "C".

7. CHERYL STRASSBURG passed away on or about January 13, 2025. THE ESTATE OF CHERYL STRASSBURG is the owner of the equity of redemption herein foreclosed and is joined as necessary party defendant to foreclose all of its rights, title, interest and equity of redemption in the mortgaged premises.

8. Plaintiff verily believes that during the pendency of this action, in order to protect the security of the within mortgage, it may be compelled to make advances to prior mortgagees, if any, for installments of principal and interest, taxes, assessments, water rates, and/or fire insurance premiums that are or may become due under said prior mortgage or to the receiver of taxes, or to the fire insurance company, which advances are to be included in the balance due to plaintiff, plus interest, as provided for in the within mortgage foreclosed and deemed further secured thereby.

9. THE ESTATE OF CHERYL STRASSBURG has defaulted under the note for $79,500.00 owing to plaintiff by failing to make the required payments when due. By virtue thereof, plaintiff herein elects to accelerate the entire principal balance of $78,529.28 to be immediately due and payable under the mortgage herein

Attachment: DOC111825-11182025102033 (COM-2025-127 : Summons and Complaint: Crosscountry Mortgage LLC Vs. Town of Amherst Et Al.)

foreclosed, plus interest, deferred balances, if any, and any advances made or to be made to protect Plaintiffs Mortgage, all to be computed by the Referee to be appointed for the purpose, together with a reasonable sum representing legal fees if same is authorized by the Note or Mortgage to be awarded by the Court.

10. Plaintiff is still the owner and holder of the mortgage herein foreclosed and of the note secured thereby. At the time the proceeding was commenced, the plaintiff was the owner and holder of the subject mortgage and note or has been delegated the authority to institute a foreclosure action by the owner and holder of the note. Originals of the subject mortgage and note are in the plaintiff's possession and control or that of the custodian.

11. Plaintiff is a LIMITED LIABILITY COMPANY.

12. That no other action has been commenced for the recovery of said sum secured by said note and mortgage.

13. That each and all of the defendants herein have or claim to have some interest in, or lien upon the said mortgaged premises or some part thereof, which interest or lien, if any, has accrued subsequently to the lien of the said mortgage, and is subject and subordinate thereto. That the Defendants "JOHN DOE #1" through "JOHN DOE #12," the last twelve defendants last named in quotation marks being intended to designate tenants or occupants of the premises being foreclosed, or may be any persons, corporations, heirs-at-law and/or distributees of any named defendants, or

Attachment: DOC111825-11182025102033 (COM-2025-127 : Summons and Complaint: Crosscountry Mortgage LLC Vs. Town of Amherst Et Al.)

entities who claim, or may claim, a lien or other interest against the premises.

14. That plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made by reason of any payment after the date of commencement of this action.

15. The Plaintiff has complied with all of the provisions of RPAPL 1304.

16. Plaintiff is the owner and holder of the subject Mortgage and Note, or has been delegated the authority to institute a Mortgage foreclosure action by the owner and holder of the subject Mortgage and Note; Plaintiff has complied with all of the provisions of section five hundred ninety-five-a of the banking law and any rules and regulations promulgated thereunder, section six-I of six-m of the banking law, for loan governed by those provisions, and section thirteen hundred four of this article.

17. Plaintiff has complied with RPAPL 1306 by forwarding the notice required by RPAPL 1304(1) to the borrower and by electronically filing same with the Superintendent of New York State Department of Financial Services.

18. THE BOARD OF MANAGERS OF CHARTER OAKS CONDOMINIUM is named as a necessary party defendant to bar and foreclose it from all right, title and interest it has or may claim to have in the

Attachment: DOC111825-11182025102033 (COM-2025-127 : Summons and Complaint: Crosscountry Mortgage LLC Vs. Town of Amherst Et Al.)

15.9.a

premises being foreclosed by virtue of being the possible holder of unpaid common charges.

19. Defendant, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, is named as a necessary party defendant to bar and foreclose it from all right, title and interest it has or may claim to have in the premises being foreclosed by virtue of possible inheritance taxes due and owing from THE ESTATE OF CHERYL STRASSBURG, which taxes are subject and subordinate to the lien of plaintiff's Mortgage being foreclosed herein and for no other reason.

20. Defendant, UNITED STATES OF AMERICA - INTERNAL REVENUE SERVICE, is named as a necessary party defendant to bar and foreclose it from all right, title and interest it has or may claim to have in the premises being foreclosed by virtue of possible inheritance taxes due and owing from THE ESTATE OF CHERYL STRASSBURG, which taxes are subject and subordinate to the lien of plaintiff's Mortgage being foreclosed herein and for no other reason.

Second Cause of Action
(Bar Claim)

21. Plaintiff repeats and re-alleges paragraphs 1 through 20 above with the same force and effect as if fully set further at length herein.

Attachment: DOC111825-11182025102033 (COM-2025-127 : Summons and Complaint: Crosscountry Mortgage LLC Vs. Town of Amherst Et Al.)

Packet Pg. 353

15.9.a

22. That, upon information and belief, the plaintiff holds a first mortgage lien and remains the first mortgagee of the subject premises more fully described in Schedule "A". (Hereinafter the "Premises").

23. That this action is brought pursuant to Article 15 of the Real Property Actions and Proceedings Law of the State of New York, to compel the determination of claims to the real property hereinafter described.

24. That the plaintiff acquired its interest in the Premises by virtue of the mortgage subject to foreclosure in the instant action.

25. That, upon information and belief, Defendant, TOWN OF AMHERST, as it appears from the public records that it may claim, an estate or interest in the above described Premises superior and adverse to that of the Plaintiff, in that, TOWN OF AMHERST holds two superior liens in the amount of $10,258.12 and recorded in the Office of the CLERK of the County of ERIE in Book: 11288 and Page: 1340 on November 16, 2015 and in the amount of $5,000.00 and recorded in the Office of the CLERK of the County of ERIE in Book: 11288 and Page: 1344 on November 16, 2015. Said judgments were recorded prior to the Plaintiff's mortgage. A copy of the liens are annexed hereto as **Exhibit "D"**.

26. That upon information and belief, the estate and/or interest which may be claimed in said Premises, by the defendant

Attachment: DOC111825-11182025102033 (COM-2025-127 : Summons and Complaint: Crosscountry Mortgage LLC Vs. Town of Amherst Et Al.)

15.9.a

TOWN OF AMHERST has been satisfied, and therefore, are not valid liens against the subject Premises hereinbefore set forth, in that the judgments were, upon information and belief, paid or foreclosed at the time the mortgage of the plaintiff was issued.

27. That, upon information and belief, any estate or interest in the Premises, which the defendant TOWN OF AMHERST ever had, claim or may claim in said premises, or any part thereof, and any and all liens or encumbrances thereof which ever existed, were claimed or may be claimed in favor of said defendant, including the estates and interests claimed or which may be claimed by it by virtue of its liens and the facts hereinbefore set forth, are ineffective and invalid as against the title and interest of the plaintiff in and to said Premises and that the plaintiff now holds a first mortgage lien in said Premises free and clear of all estates, interests, liens and encumbrances of every kind and nature, existing in favor of or claimed by the defendant TOWN OF AMHERST.

28. Upon information and belief, that the defendant is known to be a corporation/company and is not an infant, mentally retarded, mentally ill or an alcohol abuser.

29. Any judgment granted herein will not affect any person or persons not in being or ascertained at the commencement of this action, who by any contingency contained in a devise or grant or otherwise, could afterward become entitled to a beneficial estate

Attachment: DOC111825-11182025102033 (COM-2025-127 : Summons and Complaint: Crosscountry Mortgage LLC Vs. Town of Amherst Et Al.)

15.9.a

or interest in the aforesaid premises, and every person in being who would have been entitled to such estate or interest, if such event had happened immediately before the commencement of the action is named as a party hereto.

WHEREFORE, the plaintiff demands judgment that the defendant herein and all persons claiming under them or any or either of them subsequent to the commencement of this action may be forever barred and foreclosed of all right, claim, lien and equity of redemption in the said mortgaged premises; that the said premises may be decreed to be sold according to law in "as is" physical order and condition, subject to any covenants, easements, restrictions and reservations of record; any violations of record; any state of facts an accurate survey may show; any zoning regulations or amendments thereto; rights of tenants or persons in possession of the subject premises; any prior mortgage liens of record; any prior lien of record; and any advances or arrears thereunder; any equity of redemption of the UNITED STATES OF AMERICA to redeem the premises within 120 days from date of sale; that this Court forthwith appoint a receiver of the rents and profits of said premises, during the pendency of this action with the usual powers and duties; that monies arising from the sale may be brought into court; that plaintiff may be paid the amount due on said note and Mortgage with interest to the time of such payment, attorney's fees, as set forth in the Mortgage, the costs

Attachment: DOC111825-11182025102033 (COM-2025-127 : Summons and Complaint: Crosscountry Mortgage LLC Vs. Town of Amherst Et Al.)

of this action and the expenses of said sale so far as the amount of such monies properly applicable thereto will pay the same; and

On the Second Cause of Action, that TOWN OF AMHERST and every person claiming under it be barred from all claims to an estate or interest in the Premises; and

That it be adjudged and finally determined that the plaintiff, CROSSCOUNTRY MORTGAGE, LLC, is vested with a first mortgage lien position in the Premises; and

That the plaintiff may have such other and further relief in the premises as may be deemed just and equitable.

Dated: October 23, 2025
Syosset, New York

ROACH & LIN, P.C

Jennifer R Brennan

BY: Jennifer R. Brennan
Attorneys for Plaintiff
6851 Jericho Turnpike, Suite 185
Syosset, New York 11791
Telephone 516-938-3100

Attachment: DOC111825-11182025102033 (COM-2025-127 : Summons and Complaint: Crosscountry Mortgage LLC Vs. Town of Amherst Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 31221 **RESOLUTION 2025-1033** **ADOPTED**

Private Improvement Permit No. 3133 Sanitary Sewer Villas at Essex Woods 2018.029/SP-2018-08A

This is to certify that the above referenced private sanitary sewers constructed under PIP 3133 have been completed in accordance with plans and specifications.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

NA

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 31222 **RESOLUTION 2025-1034** **ADOPTED**

Private Improvement Permit No. 3134 Waterline Villas at Essex Woods 2018.029/SP-2018-08A

This is to certify that the above referenced private waterline constructed under PIP 3134 has been completed in accordance with plans and specifications.

12/1/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

NA

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/01/25 03:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31227 **RESOLUTION 2025-1035** **ROLL CALL VOTE (ADOPTED AS AMENDED)**

Adoption of Local Law for Rezoning of 2577 Millersport Highway

SUSPENSION ITEM – DECEMBER 1ST, 2025 AGENDA

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **December 1, 2025**

RE: **Adoption of Local Law For Rezoning of 2577 Millersport Highway**

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

WHEREAS, the adoption of the above Local Law was adjourned to the December 15th, 2025 Town Board meeting at the November 10th Town Board meeting (Resolution #2025-702), which is attached for reference; and

WHEREAS, due to scheduling conflicts, it is respectfully requested that adoption of this Local Law be moved from the December 15th, 2025 Town Board meeting to the December 1st, 2025 Town Board meeting; and

WHEREAS, a Public Hearing was previously held at the August 18th, 2025 Town Board meeting and the Public Hearing was closed on the same date; and

WHEREAS, SEQR was adopted at the September 30th, 2025 Town Board meeting by Resolution #2025-777, which is attached for reference; and

WHEREAS, the following condition was previously included in Resolution #2025-702:

1. That deed restrictions be filed that provide and maintain greenspace and landscape buffers measuring 25 feet along the adjacent residential zoning to the east and south of the subject site.

WHEREAS, the Town Board would like to amend Resolution #2025-702 to include a second condition as follows:

2. That the petitioner shall provide an acoustical analysis of any drive-through operations as part of his/her site plan submission and to be considered by the Planning Board.

THEREFORE BE IT RESOLVED that the Local Law be adopted as amended.

SBB:nmb
Attachments
c: Timothy Koller, Deputy Town Clerk
(*w/attachments,* **Suspension Agenda Item – December 1st, 2025)**
Daniel Howard, Director of Planning (*w/attachments)*
Daniel Ulatowski, Assistant Planning Director/ZEO (*w/attachments)*

12/1/2025
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Lavin. A motion was then made by Supervisor Kulpa to amend, seconded by Councilmember Berger and approved 4-1 via Roll call vote (nay, Marinucci). Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Berger and approved 4-1 via Roll call vote (nay, Marinucci).

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30895 **RESOLUTION 2025-777** **ADOPTED**

SEQR Determination (2577 Millersport Highway, Z-2025-02)

RESOLVED, that pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, the Town Board is deemed the Lead Agency for those actions which it has sole discretionary power, including but not limited to rezoning decisions and adoptions of local laws, and be it further

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 2577 Millersport Highway and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

RESOLVED, that the requirements of SEQR are now complete therefore this Town Board issues the attached Negative Declaration as its determination of environmental significance, for the subject action.

9/15/2025
Deputy Supervisor Lavin made a motion to table, seconded by Councilmember Berger and unanimously approved 4-0.

9/30/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0.

FINANCIAL IMPACT:

None

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

Attachment: Reso2025.777-12012025141153 (RES-2025-1035 : Adoption of Local Law for Rezoning of 2577 Millersport Highway)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30781 **RESOLUTION 2025-702** **ADJOURNED**

Adoption of Local Law to Amend the Zoning Map (2577 Millersport Highway, Z-2025-02)

DRAFT RESOLUTION
October 14, 2025

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are complete, 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 18, 2025 that the proposed General Business District (GB) zoning at 2577 Millersport Highway is 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 adopts Local Law (#_____) to amend the Town Zoning map subject to the following conditions as recommended by the Planning Board:

1. That deed restrictions be filed that provide and maintain greenspace and landscape buffers measuring 25 feet along the adjacent residential zoning to the east and south of the subject site.

8/18/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:06 PM.

Attorney Jeffery Palumbo presented.

The following individual spoke:
Melissa Semidey Finley, Esq. on behalf of the Collins Court Neighborhood

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the September 15th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:19 PM.

9/15/2025
Deputy Supervisor Lavin made a motion to table, seconded by Councilmember Szukala and unanimously approved 4-0.

9/30/2025

Attachment: Reso2025.702-12012025141203 (RES-2025-1035 : Adoption of Local Law for Rezoning of 2577 Millersport Highway)

Deputy Supervisor Lavin made a motion to adjourn to the October 14th meeting, seconded by Councilmember Berger and unanimously approved 4-0.

10/14/2025
Supervisor Kulpa made a motion to adjourn to the October 27th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

10/27/2025
Supervisor Kulpa made a motion to adjourn to the November 10th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

11/10/2025
Supervisor Kulpa made a motion to adjourn to the December 15th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 12/15/2025 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

Attachment: Reso2025.702-12012025141203 (RES-2025-1035 : Adoption of Local Law for Rezoning of 2577 Millersport Highway)